



# भारत का राजपत्र The Gazette of India

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No. 21] NEW DELHI, MAY, 18—MAY 24, 2014, SATURDAY/VAISAKHA 28—JYAISTHA 3, 1936

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 15 अप्रैल, 2014

**का.आ. 1517.**—इस मंत्रालय की दिनांक 22-06-2014 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा श्री संतोख सिंह चौधरी, सदस्य द्वारा अपने कार्यभार से त्यागपत्र दिए जाने और इस संबंध में सक्षम प्राधिकारी द्वारा उसे स्वीकृत किए जाने के उपरान्त केन्द्र सरकार उन्हें तत्काल प्रभाव से केन्द्रीय फिल्म प्रमाणन बोर्ड के सदस्य के पद से हटाती है।

[फा. सं. 809/2/2010-एफ (सी)]

निरूपमा कोत्रु, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND  
BROADCASTING

New Delhi, the 15th April, 2014

**S.O. 1517.**—In continuation of this Ministry's Notification of even number, dated 22-6-2014 and in exercise of the powers conferred by sub-section (1) of Section 3 of

the Cinematograph Act, 1952 (37 of 1952) read with rules 3 of the Cinematograph (Certification) Rules, 1983 and subsequent to his submitting resignation and acceptance by the Competent Authority in this regard, the Central Government hereby removes Shri Santokh Singh Chaudhary, Member from the Board of the Central Board of Film Certification with immediate effect.

[F.No. 809/2/2010-F(C)]

NIRUPAMA KOTRU, Director (Films)

नई दिल्ली, 15 अप्रैल, 2014

**का.आ. 1518.**—इस मंत्रालय की दिनांक 29-03-2014 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा श्री आर. गिरिराजन द्वारा अपने कार्यभार से त्यागपत्र दिए जाने और सक्षम प्राधिकारी द्वारा उसे स्वीकृत किए जाने के उपरान्त केन्द्र सरकार उन्हें तत्काल प्रभाव से केन्द्रीय फिल्म प्रमाणन बोर्ड के चेन्नै सलाहकार पैनल से हटाती है।

[फा. सं. 809/7/2011-एफ (सी)]

निरूपमा कोत्रु, निदेशक (फिल्म)

New Delhi, the 15th April, 2014

**S.O. 1518.**—In continuation of this Ministry's Notification of even number, dated 29-03-2014 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and subsequent to his submitting resignation and acceptance by the Competent Authority in this regard, the Central Government hereby removes Shri R. Girirajan from the Chennai Advisory panel of the Central Board of Film Certification with immediate effect.

[F.No. 809/7/2011-F(C)]

NIRUPAMA KOTRU, Director (Films)

**संचार एवं सूचना प्रौद्योगिकी मंत्रालय**

( डाक विभाग )

नई दिल्ली, 20 मई, 2014

**का.आ. 1519.**—राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग), 1976 के नियम 10 में उप-नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालय मुख्य पोस्ट मास्टर जनरल, बिहार, पटना-800001 के अधीन 941 उप-डाकघर, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

बिहार डाक सर्किल के अंतर्गत आने वाले निम्नलिखित अधीनस्थ उप-डाकघरों (जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है) को राजभाषा नियम, 1976 के नियम 10 के उप-नियम 4 के अन्तर्गत अधिसूचित करने के लिए अनुरोध ।

**सीतामढ़ी मंडल, सीतामढ़ी**

क्रम सं.	डाकघरों के नाम ( हिन्दी में )	पिन कोड
(1)	(2)	(3)
1.	अथरी, उप-डाकघर	843311
2.	बैरगनियाँ, उप-डाकघर	843313
3.	बैरगनियाँ बाजार, उप-डाकघर	843313
4.	बाजपट्टी, उप-डाकघर	843314
5.	बरहरवा, उप-डाकघर	843315
6.	बेलसण्ड, उप-डाकघर	843316
7.	भूतही, उप-डाकघर	843317
8.	बुधनगरा डेउरी, उप-डाकघर	843318
9.	चौरौत, उप-डाकघर	843319

(1)	(2)	(3)
10.	जनकपुर रोड, उप-डाकघर	843320
11.	जानकी स्थान, उप-डाकघर	843302
12.	कोट बाजार, उप-डाकघर	843302
13.	मझौलिया स्टेट, उप-डाकघर	843322
14.	मानिक चौक, उप-डाकघर	843323
15.	मेजरगंज, उप-डाकघर	843332
16.	नानपुर, उप-डाकघर	843333
17.	परिहार, उप-डाकघर	843324
18.	परसौनी, उप-डाकघर	843325
19.	पिपराही, उप-डाकघर	843334
20.	पुपरी बाजार, उप-डाकघर	843320
21.	रायपुर, उप-डाकघर	843326
22.	रीगा, उप-डाकघर	843327
23.	रून्नी सैदपुर, उप-डाकघर	843328
24.	शिवहर, उप-डाकघर	843329
25.	सीतामढ़ी बाजार, उप-डाकघर	843302
26.	सोनबरसा, उप-डाकघर	843330
27.	सुरसण्ड, उप-डाकघर	843331
28.	शक्तिपीठ चण्डीधाम कैलाशपुरी, उप-डाकघर	843301
<b>पूर्णिमाँ मंडल, पूर्णिमाँ</b>		
29.	अररिया, उप-डाकघर	854311
30.	अररिया आर. एस.	854312
31.	बायसी, उप-डाकघर	854315
32.	बनैली, उप-डाकघर	854201
33.	बनमनखी, उप-डाकघर	854202
34.	बरहरा कोठी, उप-डाकघर	854203
35.	भवानीपुर राजधाम, उप-डाकघर	854204
36.	भट्टा बाजार, उप-डाकघर	854301
37.	बथनाहा, उप-डाकघर	854316
38.	फारबिसगंज, उप-डाकघर	854318
39.	जलालगढ़, उप-डाकघर	854327
40.	जोगबनी, उप-डाकघर	854328
41.	जोकीहाट, उप-डाकघर	854329
42.	कुर्साकांटा, उप-डाकघर	854331
43.	कुंआरी, उप-डाकघर	854332
44.	मदनपुर, उप-डाकघर	854333

(1)	(2)	(3)	(1)	(2)	(3)
45.	मेरीगंज, उप-डाकघर	854334	82.	सोनैली, उप-डाकघर	855114
46.	नरपतगंज, उप-डाकघर	854335	83.	गलगलियां, उप-डाकघर	855106
47.	नबाबगंज, उप-डाकघर	854336	84.	कटिहार कोर्ट, उप-डाकघर	854105
48.	चोपड़ा रामनगर, उप-डाकघर	854301	85.	कटिहार बड़ा बाजार, उप-डाकघर	854105
49.	धमदाहा, उप-डाकघर	854205	86.	अमदाबाद, उप-डाकघर	854112
50.	गढ़ बनैली, उप-डाकघर	854315	87.	अयोध्यागंज बाजार, उप-डाकघर	854010
51.	गुलाबबाग, उप-डाकघर	854326	88.	कटिहार आर. एस., उप-डाकघर	854105
52.	कसबा, उप-डाकघर	854330	89.	कटिहार कॉलोनी, उप-डाकघर	854105
53.	पूर्णियाँ चौक, उप-डाकघर	854304	<b>मुजफ्फरपुर मंडल, मुजफ्फरपुर</b>		
54.	पूर्णियाँ पॉलिटेक्निक, उप-डाकघर	854303	90.	ढोली, उप-डाकघर	843105
55.	रानीपतरा, उप-डाकघर	854337	91.	मोतीपुर, उप-डाकघर	843111
56.	सरसी, उप-डाकघर	854306	92.	रमना, उप-डाकघर	842002
57.	पूर्णियाँ सिटी, उप-डाकघर	854302	93.	एम.आई.टी., उप-डाकघर	842003
58.	पूर्णियाँ डी. बी., उप-डाकघर	854301	94.	देवरिया, उप-डाकघर	843120
59.	एस. आर. फारबिसगंज, उप-डाकघर	854318	95.	कांटी, उप-डाकघर	843109
60.	खुशकीबाग, उप-डाकघर	854305	96.	करनौल, उप-डाकघर	843125
61.	पूर्णियाँ कोर्ट, उप-डाकघर	854301	97.	सिलौत, उप-डाकघर	843119
62.	बारसोईघाट, उप-डाकघर	854317	98.	औराई, उप-डाकघर	843312
63.	बारसोई, उप-डाकघर	854102	99.	बाघी, उप-डाकघर	844112
64.	डहेरिया मिल्स, उप-डाकघर	854103	100.	बखरा, उप-डाकघर	843101
65.	दुर्गागंज, उप-डाकघर	855105	101.	बिहार युनिवर्सिटी, उप-डाकघर	842001
66.	गुरु बाजार, उप-डाकघर	854104	102.	बोचहा, उप-डाकघर	843103
67.	बी. एम. पी. कैम्प, उप-डाकघर	854106	103.	चन्दनपट्टी, उप-डाकघर	843104
68.	कटिहार मिल्स, उप-डाकघर	854107	104.	ग्यासपुर, उप-डाकघर	843107
69.	कोढ़ा, उप-डाकघर	854108	105.	जैतपुर स्टेट, उप-डाकघर	843123
70.	मनिहारी, उप-डाकघर	854113	106.	कटरा, उप-डाकघर	843321
71.	महादेवपुर, उप-डाकघर	854116	107.	कुढ़नी, उप-डाकघर	844120
72.	पोठिया, उप-डाकघर	854114	108.	मीनापुर, उप-डाकघर	843128
73.	रोशना, उप-डाकघर	854117	109.	मोतीझील, उप-डाकघर	842001
74.	शालमारी, उप-डाकघर	855113	110.	पताही, उप-डाकघर	843113
75.	सेमापुर फैक्ट्री, उप-डाकघर	854115	111.	पीअर, उप-डाकघर	843112
76.	बहादुरगंज, उप-डाकघर	855101	112.	पारू, उप-डाकघर	843115
77.	किशनगंज मुख्य, उप-डाकघर	855107	113.	रामपुर हरि, उप-डाकघर	843117
78.	किशनगंज बाजार, उप-डाकघर	855108	114.	सरैया फैक्ट्री, उप-डाकघर	843126
79.	सोनथा, उप-डाकघर	855115	115.	सरफुद्दीनपुर, उप-डाकघर	843118
80.	ठाकुरगंज, उप-डाकघर	855116	116.	तुर्की, उप-डाकघर	844127
81.	तैयबपुर, उप-डाकघर	855117	117.	अधोरिया बाजार, उप-डाकघर	842001

(1)	(2)	(3)	(1)	(2)	(3)
118.	आमगोला, उप-डाकघर	842001	154.	जोगापट्टी, उप-डाकघर	845452
119.	बरियापुर, उप-डाकघर	843102	155.	चुहड़ी, उप-डाकघर	845450
120.	बिरहिमा बाजार, उप-डाकघर	843127	156.	जगदीशपुर, उप-डाकघर	845459
121.	बी. एम. पी.-6, उप-डाकघर	842001	157.	मझैलिया आर.एस., उप-डाकघर	845454
122.	छाता बाजार, उप-डाकघर	842001	158.	चनपटिया, उप-डाकघर	845449
123.	डी. ए. कॉलेज, उप-डाकघर	843121	159.	चनपटिया बाजार, उप-डाकघर	845449
124.	गिद्धा, उप-डाकघर	843106	160.	मैनाटाड़, उप-डाकघर	845306
125.	हरदी, उप-डाकघर	843122	161.	सिकता, उप-डाकघर	845307
126.	इमलीचट्टी, उप-डाकघर	842001	162.	लाल बाजार, उप-डाकघर	845438
127.	जजुआर, उप-डाकघर	843360	163.	मीना बाजार, उप-डाकघर	845438
128.	कलवारी, उप-डाकघर	843108	164.	नया टीला बेतिया, उप-डाकघर	845438
129.	कल्याणी, उप-डाकघर	842001	165.	बेलबाग, उप-डाकघर	845438
130.	कन्हौली आजरा, उप-डाकघर	842001	166.	बेतिया आर. एस., उप-डाकघर	845438
131.	कांटी थर्मल पावर स्टेशन, उप-डाकघर	843130	<b>औरंगाबाद मंडल, औरंगाबाद</b>		
132.	कथैया, उप-डाकघर	843124	167.	दाउदनगर, मुख्य डाकघर	824143
133.	मालीघाट, उप-डाकघर	842001	168.	शेरघाटी, मुख्य डाकघर	824211
134.	एम. आई. सी., उप-डाकघर	842001	169.	नवीनगर, एल. एस. जी.	824301
135.	मुजफ्फरपुर कलक्ट्रेट, उप-डाकघर	842001	170.	ओबरा, एल. एस. जी.	824124
136.	मुजफ्फरपुर कोर्ट, उप-डाकघर	842001	171.	देव, एल. एस. जी.	824202
137.	नरमा, उप-डाकघर	843129	172.	रफीगंज, एल. एस. जी.	824125
138.	पक्की सराय, उप-डाकघर	842001	173.	गोह, एल. एस. जी.	824203
139.	पुराना बाजार, उप-डाकघर	842001	174.	अम्बा, उप-डाकघर	824111
140.	आर. डी. एस. कॉलेज, उप-डाकघर	842001	175.	बारूण, उप-डाकघर	824112
141.	सरैयागंज, उप-डाकघर	842001	176.	कोच, उप-डाकघर	824207
142.	सिकन्दरपुर, उप-डाकघर	842001	177.	कुटुम्बा, उप-डाकघर	824123
143.	एस. एस. के. भवन, उप-डाकघर	842001	<b>बेगूसराय मंडल, बेगूसराय</b>		
144.	उमानगर, उप-डाकघर	842004	178.	बछवाड़ा, उप-डाकघर	851111
<b>पश्चिम चम्पारण मंडल, बेतिया</b>			179.	बखरी बाजार, उप-डाकघर	848201
145.	बगहा, उप-डाकघर	845101	180.	बरौनी, एच. एस. जी.	851112
146.	नरईपुर, उप-डाकघर	845105	181.	गढ़हारा, उप-डाकघर	851126
147.	वाल्मीकीनगर, उप-डाकघर	845107	182.	गुढ़पुरा, उप-डाकघर	848204
148.	मधुबनी, उप-डाकघर	845104	183.	गोगरी, उप-डाकघर	851202
149.	रामनगर, उप-डाकघर	845106	184.	जी. डी. कॉलेज, एन. डी. एस. ओ.	851101
150.	हरिनगर, उप-डाकघर	845103	185.	जे. गोगरी, उप-डाकघर	851203
151.	परकटियागंज, उप-डाकघर	845455	186.	खगड़िया, एम. डी. जी. एस. जी-1	851204
152.	डी. के. शिकारपुर, उप-डाकघर	845451	187.	मेघौल, एल. एस. जी.	851127
153.	लौरिया, उप-डाकघर	845453	188.	मानसी, उप-डाकघर	851214

(1)	(2)	(3)	(1)	(2)	(3)
189.	मंसूरचक, उप-डाकघर	851128	225.	चकाई, उप-डाकघर	811303
190.	मंझौल, उप-डाकघर	848202	226.	चेवाड़ा, उप-डाकघर	811304
191.	परबत्ता, उप-डाकघर	851216	227.	धरहरा, उप-डाकघर	811212
192.	रजौड़ा, उप-डाकघर	851131	228.	गंगादर्शन, उप-डाकघर	811201
193.	आर. टी. एस., उप-डाकघर	851117	229.	गिद्धौर, उप-डाकघर	811305
194.	एस. कमाल, उप-डाकघर	851217	230.	हवेली खड़गपुर, उप-डाकघर	811213
195.	श्रीपुर, उप-डाकघर	851132	231.	जमालपुर एमडीजी, उप-डाकघर	811214
196.	श्रीराम प्रेस, उप-डाकघर	851101	232.	जमुई कोर्ट, उप-डाकघर	811307
197.	सकरपुरा, उप-डाकघर	848203	233.	झाझा बाजार, उप-डाकघर	811308
198.	सुहीर्द नगर, उप-डाकघर	851218	234.	झाझा, उप-डाकघर	811308
199.	तेघड़ा एल. एस. जी., उप-डाकघर	851133	235.	कजरा, उप-डाकघर	811309
200.	उलाव, उप-डाकघर	851134	236.	खैरा, उप-डाकघर	811317
201.	बरौनी ड्योढ़ि, उप-डाकघर	851113	237.	किउल आर. एस., उप-डाकघर	811310
202.	बी.ओ.आर.एल.एस.जी., उप-डाकघर	851114	238.	लखीसराय कोर्ट, उप-डाकघर	811311
203.	भगवानपुर, उप-डाकघर	851120	239.	लखीसराय एमडीजी, उप-डाकघर	811311
204.	बी.टी.पी.पी., उप-डाकघर	851116	240.	लालदरवाजा, टी.एस.ओ.	811201
205.	बी. यू. नगर, उप-डाकघर	851115	241.	लक्ष्मीपुर, उप-डाकघर	811312
206.	बारो, उप-डाकघर	851118	242.	मल्हेपुर, उप-डाकघर	811313
207.	बेलदौर, उप-डाकघर	852161	243.	मेहुस, उप-डाकघर	811102
208.	बीहट, उप-डाकघर	851135	244.	मुंगेर कॉलेज, टी.एस.ओ.	811201
209.	चौथम, उप-डाकघर	851201	245.	मुंगेर फोर्ट, टी.एस.ओ.	811201
210.	खगड़िया बाजार, एन.डी.एस.ओ.	851204	246.	मुंगेर टाउन, टी.एस.ओ.	811201
211.	कोशी कॉलेज, उप-डाकघर	851205	247.	एन. डी. रोड, मुंगेर, टी.एस.ओ.	811201
212.	लखमिनिया, उप-डाकघर	851211	248.	नीमी, उप-डाकघर	811103
213.	महना, उप-डाकघर	851210	249.	पी. बी. लखीसराय, उप-डाकघर	811314
214.	महेशखुँट, उप-डाकघर	851213	250.	पीरी बाजार, उप-डाकघर	811112
215.	बेगूसराय, उप-डाकघर	851101	251.	पुरबसराय, टी.एस.ओ.	811112
216.	एम. बन्दुआर, उप-डाकघर	851129	252.	एस. बी. जमालपुर, उप-डाकघर	811214
217.	मोहदूदीपुर, उप-डाकघर	851212	253.	सरमेरा, उप-डाकघर	811104
218.	नावकोठी, उप-डाकघर	851103	254.	शेखपुरा बाजार, उप-डाकघर	811105
219.	नयागाँव, उप-डाकघर	851215	255.	शेखपुरा आर. एस., उप-डाकघर	811105
<b>मुंगेर मंडल, मुंगेर</b>			256.	शेखपुरा एमडीजी, उप-डाकघर.	811105
220.	अलीगंज, उप-डाकघर	811301	257.	सिकन्दरा, उप-डाकघर	811315
221.	बरबीघा, उप-डाकघर ( एल.एस.जी. )	811101	258.	सिमुलतला, उप-डाकघर	811316
222.	बड़हिया, उप-डाकघर	811302	259.	सिरारी, उप-डाकघर	811107
223.	बरियारपुर, उप-डाकघर	811211	260.	सोनो, उप-डाकघर	811314
224.	वासुदेवपुर, उप-डाकघर	811202	261.	सुरजगढ़ा, उप-डाकघर	811106

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	<b>सिवान मंडल, सिवान</b>		296.	शाहकुण्ड, उप-डाकघर	813108
262.	मैरवा, उप-डाकघर	841239	297.	सैदरपुर टोला गोरियार, उप-डाकघर	853205
263.	मीरगंज, उप-डाकघर	841438	298.	संग्रामपुर, उप-डाकघर	813212
264.	महाराजगंज, उप-डाकघर	841238	299.	स्टेशन रोड सुल्तानगंज, उप-डाकघर	813213
265.	बसंतपुर, उप-डाकघर	841406	300.	सुल्तानगंज, उप-डाकघर	813213
266.	हथुआ, उप-डाकघर	841436	301.	सुजागंज बाजार, उप-डाकघर	812002
	<b>भागलपुर मंडल, भागलपुर</b>		302.	कहलगांव एनटीपीसी, उप-डाकघर	813214
267.	आदमपुर, उप-डाकघर	812001	303.	तारापुर, उप-डाकघर	813321
268.	अलीगंज, उप-डाकघर	812005	304.	टी. एन. बी. कॉलेज, उप-डाकघर	812007
269.	आसरगंज, उप-डाकघर	813201	305.	ततारपुर, उप-डाकघर	812002
270.	बरारी, उप-डाकघर	812003	306.	तिलकामाँझी, उप-डाकघर	812001
271.	भागलपुर सेंट्रल जेल, उप-डाकघर	812001	307.	अमरपुर, उप-डाकघर	813101
272.	भागलपुर इंजिनियरिंग कॉलेज, उप-डाकघर	813210	308.	बाराहाट, उप-डाकघर	813103
273.	भागलपुर डिस्ट्रिक्ट बोर्ड, उप-डाकघर	812001	309.	बेलहर, उप-डाकघर	813202
274.	भागलपुर सिटी, उप-डाकघर	812002	310.	बौंसी, उप-डाकघर	813104
275.	बिहपुर, उप-डाकघर	853201	311.	चान्दन, उप-डाकघर	814131
276.	बरहपुरा, उप-डाकघर	812001	312.	कटोरिया, उप-डाकघर	813106
277.	चम्पानगर, उप-डाकघर	812004	313.	खेसर, उप-डाकघर	813207
278.	एकचारी, उप-डाकघर	813204	314.	पंजवारा, उप-डाकघर	813110
279.	घोघा, उप-डाकघर	813205	315.	पुंसिया, उप-डाकघर	813109
280.	इशाकचक, उप-डाकघर	812001	316.	रजौन, उप-डाकघर	813107
281.	इशीपुर, उप-डाकघर	813206	317.	शंभूगंज, उप-डाकघर	813211
	<b>सारण मंडल, छपरा</b>		318.	गौरा, उप-डाकघर	841443
282.	जगदीशपुर, उप-डाकघर	813105	319.	इसुआपुर, उप-डाकघर	841411
283.	कहलगाँव, उप-डाकघर	813203	320.	खैरा, उप-डाकघर	841414
284.	खरीक बाजार, उप-डाकघर	853202	321.	भगवान बाजार, उप-डाकघर	841301
285.	खरमनचक, उप-डाकघर	812001	322.	डिस्ट्रिक्ट बोर्ड, उप-डाकघर	841301
286.	महर्षि मेही आश्रम, उप-डाकघर	812003	323.	खोदाईबाग, उप-डाकघर	841415
287.	मथुरापुर, उप-डाकघर	813222	324.	कोपा सम्होता, उप-डाकघर	841213
288.	मायागंज, उप-डाकघर	812001	325.	नैनी, उप-डाकघर	841316
289.	मिरजानहाट, उप-डाकघर	812005	326.	नगरा, उप-डाकघर	841412
290.	नारायणपुर, उप-डाकघर	853203	327.	पुरवारी तेलपा, उप-डाकघर	841302
291.	नाथनगर, उप-डाकघर	812006	328.	सद्वारा, उप-डाकघर	841421
292.	नवगछिया, उप-डाकघर	853204	329.	जलालपुर, उप-डाकघर	841412
293.	पीरपैती, उप-डाकघर	813209	330.	अमनौर, उप-डाकघर	841401
294.	सबौर, उप-डाकघर	813210	331.	अपहर, उप-डाकघर	841402
295.	साहेबगंज, उप-डाकघर	812004			



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332.	भाथा सोनहो, उप-डाकघर	841460	<b>रोहतास मंडल, सासाराम</b>		
333.	गड़खा, उप-डाकघर	841311	370.	अकोढ़ी बाजार, उप-डाकघर	821301
334.	मकरे, उप-डाकघर	841215	371.	अमझोर कैम्प, उप-डाकघर	821302
335.	मिर्जापुर, उप-डाकघर	841419	372.	बन्जारी, उप-डाकघर	821303
336.	परसा, उप-डाकघर	841219	373.	भभुआ, मुख्य डाकघर	821101
337.	पैगा, उप-डाकघर	841218	374.	बौलिया, उप-डाकघर	821304
338.	बरेजा, उप-डाकघर	841201	375.	बभनौल, उप-डाकघर	802211
339.	चैनवाँ, उप-डाकघर	841204	376.	भगवानपुर, उप-डाकघर	821102
340.	दाउदपुर, उप-डाकघर	841205	377.	विक्रमगंज, उप-डाकघर	802212
341.	एकमा, उप-डाकघर	841208	378.	बी. एम. पी. डेहरी, उप-डाकघर	821307
342.	फुलवरिया ताजपुर, उप-डाकघर	841209	379.	चैनपुर, उप-डाकघर	821103
343.	गरीबा टोला, उप-डाकघर	841312	380.	चेनारी, उप-डाकघर	821104
344.	जोगिया, उप-डाकघर	841212	381.	डालमियानगर, उप-डाकघर	821305
345.	कोपा बाजार, उप-डाकघर	841214	382.	दरिहट, उप-डाकघर	821306
346.	महम्मदपुर, उप-डाकघर	841223	383.	डेहरी ऑन सोन, उप-डाकघर	821307
347.	परसागढ़, उप-डाकघर	841220	384.	डेहरी आर. एस., उप-डाकघर	821307
348.	रिविलगंज, उप-डाकघर	841315	385.	दावथ, उप-डाकघर	802226
349.	राजेन्द कॉलेज, उप-डाकघर	841301	386.	दिनारा, उप-डाकघर	802213
350.	माँझी, उप-डाकघर	841313	387.	दुर्गावती, उप-डाकघर	821105
351.	बनियापुर, उप-डाकघर	841403	388.	गाँधीपथ, उप-डाकघर	821115
352.	दयालपुर, उप-डाकघर	841206	389.	गढ़नोखा, उप-डाकघर	802215
353.	डूमारशन बंगरा, उप-डाकघर	841410	390.	गोराही, उप-डाकघर	802214
354.	जगदम कॉलेज, उप-डाकघर	841301	391.	हाटा, उप-डाकघर	821106
355.	मशरख, उप-डाकघर	841417	392.	हरिहरगंज, उप-डाकघर	821310
356.	पंडितपुर, उप-डाकघर	841224	393.	इन्द्रपुरी, उप-डाकघर	821308
357.	सहाजितपुर, उप-डाकघर	841422	394.	करगहर, उप-डाकघर	821107
358.	तरैया, उप-डाकघर	841424	395.	कछवा, उप-डाकघर	821309
359.	बसंत, उप-डाकघर	841202	396.	कोचस, उप-डाकघर	821112
360.	दिघवारा, उप-डाकघर	841207	397.	कुदरा, उप-डाकघर	821108
361.	गुल्टेनगंज, उप-डाकघर	841211	398.	कुदरा बाजार, उप-डाकघर	821108
362.	मौना, उप-डाकघर	841301	399.	कोआथ, उप-डाकघर	802216
363.	नयागाँव, उप-डाकघर	841217	400.	मोहनीया, उप-डाकघर	821109
364.	नरांव, उप-डाकघर	841216	401.	मेयारी बाजार, उप-डाकघर	802217
365.	प्रतापपुर, उप-डाकघर	841225	402.	नटवार, उप-डाकघर	802218
366.	सुतिहार, उप-डाकघर	841222	403.	नासरीगंज, उप-डाकघर	821310
367.	सोनपुर, उप-डाकघर	841101	404.	न्यू एरिया सासाराम, उप-डाकघर	821115
368.	सोनपुर आर. एस., उप-डाकघर	841101	405.	नुआँव, उप-डाकघर	802132
369.	शीतलपुर, उप-डाकघर	841221			

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406.	राजपुर, उप-डाकघर	802219	442.	नालंदा कॉलेज, उप-डाकघर	803101
407.	रामगढ़, उप-डाकघर	821110	443.	एन. टी. पी. सी. बाढ़, उप-डाकघर	803215
408.	रोहतास, उप-डाकघर	821311	444.	नूरसराय, उप-डाकघर	803113
409.	सासाराम बाजार, उप-डाकघर	821115	445.	ऑडिनेंस फैक्ट्री, राजगीर उप-डाकघर	803121
410.	सासाराम लोकल बोर्ड, उप-डाकघर	821115	446.	पंडारक, उप-डाकघर	803221
411.	शिवसागर, उप-डाकघर	821111	447.	परवलपुर, उप-डाकघर	803114
412.	संझौली, उप-डाकघर	802220	448.	पावापुरी, उप-डाकघर	803115
413.	सुरजपुरा, उप-डाकघर	802221	449.	रहुई, उप-डाकघर	803119
414.	तकिया बाजार, उप-डाकघर	821113	450.	राजगीर, उप-डाकघर	803116
415.	तिलौथु, उप-डाकघर	821312	451.	रामचन्द्रपुर, उप-डाकघर	803216
416.	तेन्दुनी चौक, उप-डाकघर	802212	452.	सकुनत, उप-डाकघर	803101
<b>नालन्दा मंडल, बिहारशरीफ</b>			453.	समयागढ़, उप-डाकघर	803306
417.	अलीनगर, उप-डाकघर	803101	454.	सिलाव, उप-डाकघर	803117
418.	अम्बेर, उप-डाकघर	803101	455.	सोहसराय, उप-डाकघर	803118
419.	आशानगर, उप-डाकघर	803118	456.	तेलहाड़ा, उप-डाकघर	801306
420.	अस्ता, उप-डाकघर	803120	<b>भोजपुर मंडल, आरा</b>		
421.	अस्थावाँ, उप-डाकघर	803107	457.	अनाईठ, उप-डाकघर	802302
422.	अथमलगोला, उप-डाकघर	803211	458.	अगिआँव, उप-डाकघर	802201
423.	बख्तियारपुर, उप-डाकघर	803212	459.	अगिआँव बाजार, उप-डाकघर	802202
424.	बाढ़, उप-डाकघर	803213	460.	आरा चौक, उप-डाकघर	802301
425.	बाढ़ कोर्ट, उप-डाकघर	803213	461.	आरा कचहरी, उप-डाकघर	802301
426.	बाढ़ आर. एस., उप-डाकघर	803214	462.	अखगाँव, उप-डाकघर	802237
427.	भदौर, उप-डाकघर	803307	463.	बड़हरा, उप-डाकघर	802311
428.	भतहर, उप-डाकघर	801307	464.	बेनवलियाँ, उप-डाकघर	802351
429.	चंडी, उप-डाकघर	803108	465.	बिहियाँ, उप-डाकघर	802152
430.	एकंगरसराय, उप-डाकघर	801301	466.	चन्दवा, उप-डाकघर	802312
431.	हरनौत, उप-डाकघर	803110	467.	चरपोखरी, उप-डाकघर	802223
432.	हथिदाह, उप-डाकघर	803301	468.	चौरास्ता बिहियाँ, उप-डाकघर	802154
433.	हिलसा, उप-डाकघर	801302	469.	दलीपपुर, उप-डाकघर	802155
434.	इसलामपुर, उप-डाकघर	801303	470.	धमार, उप-डाकघर	802156
435.	करायपरशुराय, उप-डाकघर	801304	471.	गढ़हनी, उप-डाकघर	802203
436.	मोगलकुँआ, उप-डाकघर	803118	472.	गुण्डी, उप-डाकघर	802313
437.	मोकामा, उप-डाकघर	803302	473.	गजराजगंज, उप-डाकघर	802157
438.	मोकामाचक, उप-डाकघर	803302	474.	गऊडाढ़ रूद्रनगर, उप-डाकघर	802183
439.	मोकामाघाट, उप-डाकघर	803303	475.	एच. डी. जैन कॉलेज, उप-डाकघर	802301
440.	नगरनौसा, उप-डाकघर	801305	476.	हसन बाजार, उप-डाकघर	802204
441.	नालंदा, उप-डाकघर	803111	477.	जगदीशपुर, उप-डाकघर	802158



(1)	(2)	(3)	(1)	(2)	(3)
478.	जितौरा, उप-डाकघर	802159	515.	केसठ, उप-डाकघर	802125
479.	करथ, उप-डाकघर	802205	516.	कोरानसराय, उप-डाकघर	802126
480.	कसाप, उप-डाकघर	802206	517.	मनोहरपुर, उप-डाकघर	802128
481.	कायमपुर, उप-डाकघर	802314	518.	मुरार, उप-डाकघर	802127
482.	खुटहाँ, उप-डाकघर	802222	519.	नई बाजार, बक्सर, उप-डाकघर	802101
483.	कोईलवर, उप-डाकघर	802160	520.	नावानगर, उप-डाकघर	802129
484.	महाराजा कॉलेज, उप-डाकघर	802301	521.	नियाजीपुर, उप-डाकघर	802131
485.	नरही चान्दी, उप-डाकघर	802161	522.	निमेज, उप-डाकघर	802130
486.	नवादा बेन, उप-डाकघर	802162	523.	पुराना भोजपुर, उप-डाकघर	802133
487.	नया मोहम्मदपुर, उप-डाकघर	802163	524.	रघुनाथपुर, उप-डाकघर	802134
488.	पकड़ी, उप-डाकघर	802301	525.	सिमरी, उप-डाकघर	802135
489.	पीरू, उप-डाकघर	802207	526.	सोहनी पट्टी, उप-डाकघर	802101
490.	सहार, उप-डाकघर	802208	<b>वैशाली मंडल, हाजीपुर</b>		
491.	संदेश, उप-डाकघर	802164	527.	अनिरुद्ध बेलसर, उप-डाकघर	844111
492.	शाहाबाद डिस्ट्रीक बोर्ड, उप-डाकघर	802301	528.	अन्जानपीर चौक, उप-डाकघर	844103
493.	शाहपुर पट्टी, उप-डाकघर	802165	529.	बालुकाराम, उप-डाकघर	844113
494.	शिवगंज, उप-डाकघर	802301	530.	बासुदेवपुर चंदेल, उप-डाकघर	844501
495.	सिन्हा, उप-डाकघर	802316	531.	भगवानपुर, उप-डाकघर	844114
496.	तरारी, उप-डाकघर	802209	532.	बिदुपुर बाजार, उप-डाकघर	844503
497.	उमराँवगंज, उप-डाकघर	802166	533.	बिदुपुर आर. एस., उप-डाकघर	844502
498.	उदवन्तनगर, उप-डाकघर	802210	534.	चकसिकन्दर, उप-डाकघर	844115
499.	अरक, उप-डाकघर	802111	535.	देसरी, उप-डाकघर	844504
500.	ब्रह्मपुर, उप-डाकघर	802112	536.	धरहरा, उप-डाकघर	844117
501.	ब्रह्मपुर चौरास्ता, उप-डाकघर	802112	537.	डुमरी, उप-डाकघर	844116
502.	बड़का राजपुर, उप-डाकघर	802113	538.	घटारो, उप-डाकघर	844119
503.	बक्सर गजाधरगंज, उप-डाकघर	802103	539.	गोरौल, उप-डाकघर	844118
504.	बक्सर जेल, उप-डाकघर	802102	540.	हाजीपुर चौक, उप-डाकघर	844101
505.	चौसा, उप-डाकघर	802114	541.	हाजीपुर औद्योगिक क्षेत्र, उप-डाकघर	844102
506.	चौगाई, उप-डाकघर	802115	542.	जन्दाहा, उप-डाकघर	844505
507.	चुरामनपुर, उप-डाकघर	802116	543.	कुमार बाजीतपुर, उप-डाकघर	844110
508.	धानसोई, उप-डाकघर	802117	544.	लालगंज, उप-डाकघर	844121
509.	दुल्लहपुर, उप-डाकघर	802118	545.	महनार, उप-डाकघर	844506
510.	डुमराँव, उप-डाकघर	802119	546.	महनार रोड़, आर. एस. उप-डाकघर	844507
511.	डुमराँव टेक्सटाईल, उप-डाकघर	802136	547.	महुआ, उप-डाकघर	844122
512.	डुमरी, उप-डाकघर	802120	548.	पातेपुर, उप-डाकघर	843114
513.	हितवा राजपुर, उप-डाकघर	802122	549.	प्रतापटाँड, उप-डाकघर	844123
514.	इटाही, उप-डाकघर	802123	550.	राधोपुर, उप-डाकघर	844508

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551.	राजापाकड़, उप-डाकघर	844124	586.	दारूल मल्लिक, उप-डाकघर	800001
552.	रामभद्र, उप-डाकघर	844101	587.	गर्दनीबाग, उप-डाकघर	800001
553.	सहदेई बुजुर्ग, उप-डाकघर	844509	588.	होटल रिपब्लिक, उप-डाकघर	800001
554.	सराय, उप-डाकघर	844125	589.	इंडियन नेशन, उप-डाकघर	800001
555.	सिंघाड़ा, उप-डाकघर	844126	590.	जमाल रोड़, उप-डाकघर	800001
556.	यूसूफपुर, उप-डाकघर	844101	591.	किदवईपुरी, उप-डाकघर	800001
557.	वैशाली, उप-डाकघर	844128	592.	राम जयपाल नगर, उप-डाकघर	800001
<b>नवादा मंडल, नवादा</b>			593.	मिठापुर, उप-डाकघर	800001
558.	धमौल, उप-डाकघर	805101	594.	नवशक्ति, उप-डाकघर	800001
559.	गिरियक, उप-डाकघर	803109	595.	न्यू जक्कनपुर, उप-डाकघर	800001
560.	गोविंदपुर, उप-डाकघर	805102	596.	पटना कलेक्ट्रेट, उप-डाकघर	800001
561.	हिसुआ, उप-डाकघर	805103	597.	पोस्टल पार्क, उप-डाकघर	800001
562.	कादिरगंज, उप-डाकघर	805104	598.	पुनाईचक, उप-डाकघर	800001
563.	कतरीसराय, उप-डाकघर	805105	599.	आर ब्लॉक, उप-डाकघर	800001
564.	कौवाकोल, उप-डाकघर	805106	600.	श्री कृष्णा पुरी, उप-डाकघर	800001
565.	कोशी, उप-डाकघर	805107	601.	जे. सी. रोड, उप-डाकघर	800004
566.	लालबिधा, उप-डाकघर	805108	602.	मछुआ टोली, उप-डाकघर	800004
567.	नारदिगंज, उप-डाकघर	805109	603.	नया टोला, उप-डाकघर	800004
568.	नवादा कचहरी, उप-डाकघर	805111	604.	पी. एम. सी. एच., उप-डाकघर	800004
569.	नेमदारगंज, उप-डाकघर	805121	605.	एम. वाई. संदलपुर, उप-डाकघर	800006
570.	नरहट, उप-डाकघर	805122	606.	डेन्टल कॉलेज, उप-डाकघर	800007
571.	ओरहनपुर, उप-डाकघर	805123	607.	चौक शिकारपुर, उप-डाकघर	800008
572.	पकरीबरावां, उप-डाकघर	805124	608.	दिवान मोहल्ला, उप-डाकघर	800008
573.	पार नवादा, उप-डाकघर	805112	609.	कटरा बाजार, उप-डाकघर	800008
574.	रजौली, उप-डाकघर	805125	610.	मछरहट्टा, उप-डाकघर	800008
575.	रजहट, उप-डाकघर	805126	611.	महावीर स्थान, उप-डाकघर	800008
576.	सिरदला, उप-डाकघर	805127	612.	मारूफगंज, उप-डाकघर	800008
577.	तरवां, उप-डाकघर	805128	613.	पश्चिम दरवाजा, उप-डाकघर	800008
578.	तुंगी, उप-डाकघर	805129	614.	श्री माधोजी मिल्स, उप-डाकघर	800008
579.	वारिसलीगंज, उप-डाकघर	805130	615.	मखदुमपुर दीघा, उप-डाकघर	800011
580.	वजीरगंज, उप-डाकघर	805131	616.	पटना येरोडाम, उप-डाकघर	800014
<b>पटना मंडल, पटना</b>			617.	शेखपुरा, उप-डाकघर	800014
581.	बी. सी. रोड, उप-डाकघर	800001	618.	चित्रगुप्त नगर, उप-डाकघर	800020
582.	बी. पी. एस. सी., उप-डाकघर	800001	619.	के. सेक्टर, उप-डाकघर	800020
583.	बैंक रोड, उप-डाकघर	800001	620.	आर. एम. एस. कॉलोनी, उप-डाकघर	800020
584.	सी. आर. बिल्डिंग, उप-डाकघर	800001	621.	वेस्ट लोहिया नगर, उप-डाकघर	800020
585.	चिरैयाटाँड, उप-डाकघर	800001	622.	कुम्हार, उप-डाकघर	800026

(1)	(2)	(3)	(1)	(2)	(3)
623.	नन्मुहिया, उप-डाकघर	800026	660.	पालीगंज, उप-डाकघर	801110
624.	खगौल बाजार, उप-डाकघर	801105	661.	लई, उप-डाकघर	801112
625.	बी. आर. सेन्टर, उप-डाकघर	801501	662.	नेउरा, उप-डाकघर	801113
626.	दानापुर बाजार, उप-डाकघर	801501	663.	दानापुर कैन्ट, उप-डाकघर	801503
627.	पटेल नगर, उप-डाकघर	800029	664.	फुलवाड़ी शरीफ, उप-डाकघर	801505
628.	अनिसाबाद, उप-डाकघर	800002	665.	सहाय नगर, उप-डाकघर	801506
629.	कदमकुँआ, उप-डाकघर	800003	666.	फतुहा, उप-डाकघर	803201
630.	पटना युनिवर्सिटी, उप-डाकघर	800005	667.	खुशरूपुर, उप-डाकघर	803202
631.	महेन्द्र, उप-डाकघर	800006	668.	अलावलपुर, उप-डाकघर	803203
632.	गुलजारबाग, उप-डाकघर	800007	669.	तेलमर, उप-डाकघर	803204
633.	पटना सिटी, उप-डाकघर	800008	670.	हजरत साईं, उप-डाकघर	804451
634.	बेगमपुर, उप-डाकघर	800009	671.	मसौढ़ी, उप-डाकघर	804452
635.	सदाकम आश्रम, उप-डाकघर	800010	672.	पुनपुन, उप-डाकघर	804453
636.	दीघा घाट, उप-डाकघर	800011	673.	नदौल, उप-डाकघर	804454
637.	दीघा, उप-डाकघर	800012	<b>गया मंडल, गया</b>		
638.	पाटलीपुत्रा, उप-डाकघर	800013	674.	अनुग्रहपुरी कॉलोनी, उप-डाकघर	823001
639.	बी. भी. कॉलेज, उप-डाकघर	800014	675.	ए. एस. सी. सेन्टर, उप-डाकघर	823005
640.	पटना सेक्रेटेरियट, उप-डाकघर	800015	676.	अतरी, उप-डाकघर	843311
641.	बी. एस. ई. बोर्ड, उप-डाकघर	800017	677.	बैरागी, उप-डाकघर	823002
642.	बाटा गंज, उप-डाकघर	800018	678.	बेलागंज, उप-डाकघर	804403
643.	सी. डी. ए., उप-डाकघर	800019	679.	बोधगया, उप-डाकघर	824231
644.	लोहिया नगर, उप-डाकघर	800020	680.	बुनियादगंज, उप-डाकघर	823003
645.	विद्युत परिषद, उप-डाकघर	800021	681.	सिविल एरोड्राम, उप-डाकघर	823004
646.	बी. जी. कैम्प/राजभवन, उप-डाकघर	800022	682.	सिविल लाइन्स, उप-डाकघर	823001
647.	एल. बी. एस. नगर, उप-डाकघर	800023	683.	चाकन्द, उप-डाकघर	824004
648.	केशरी नगर, उप-डाकघर	800024	684.	चाँद चौरा, उप-डाकघर	823001
649.	आशियाना नगर, उप-डाकघर	800025	685.	चन्दौती, उप-डाकघर	823001
650.	बी. एच. कॉलोनी, उप-डाकघर	800026	686.	चौक गया, उप-डाकघर	823001
651.	पटना हाई कोर्ट, उप-डाकघर	800028	687.	चेरकी, उप-डाकघर	824237
652.	सदिसोपूर, उप-डाकघर	801111	688.	डेल्ला, उप-डाकघर	823002
653.	ए. एच. गार्ड, उप-डाकघर	801101	689.	दुर्गास्थान, उप-डाकघर	823003
654.	बेल्हौरी, उप-डाकघर	801102	690.	फतेहपुर, उप-डाकघर	824252
655.	बिहटा, उप-डाकघर	801103	691.	गया डी. बी., उप-डाकघर	823001
656.	बिक्रम, उप-डाकघर	801104	692.	गया जेल, उप-डाकघर	823001
657.	खगौल, उप-डाकघर	801105	693.	गया आर. एस., उप-डाकघर	823002
658.	मनेर, उप-डाकघर	801108	694.	गेवलबिगहा, उप-डाकघर	823001
659.	नौबतपुर, उप-डाकघर	801109	695.	गुरारू मिल्स, उप-डाकघर	824118

(1)	(2)	(3)	(1)	(2)	(3)
696.	हुलासगंज, उप-डाकघर	804407	732.	बी. एन. एम. यू. मधेपुरा, उप-डाकघर	852113
697.	करीमगंज, उप-डाकघर	823001	733.	बुधमा, उप-डाकघर	852114
698.	खिजरसराय, उप-डाकघर	824233	734.	चपराँव, उप-डाकघर	852106
699.	खरखुरा, उप-डाकघर	823002	735.	चौसा, उप-डाकघर	852213
700.	मउ, उप-डाकघर	824235	736.	धबौली, उप-डाकघर	852107
701.	मगध युनिवर्सिटी, उप-डाकघर	824234	737.	गंपतगंज, उप-डाकघर	852109
702.	नई गोदाम, उप-डाकघर	823001	738.	गढ़ बरूआरी, उप-डाकघर	852110
703.	परैया, उप-डाकघर	824209	739.	ग्वालपारा, उप-डाकघर	852115
704.	पुरानी गोदाम, उप-डाकघर	823001	740.	गम्हरिया, उप-डाकघर	852108
705.	टेकारी, उप-डाकघर	824236	741.	जदिया, उप-डाकघर	852214
706.	जहानाबाद आर. एस., उप-डाकघर	804417	742.	जियाराम राधोपुर, उप-डाकघर	852111
707.	अरवल, उप-डाकघर	804401	743.	करजैन बाजार, उप-डाकघर	852215
708.	बैदराबाद, उप-डाकघर	804402	744.	कुमारखंड, उप-डाकघर	852112
709.	बन्धुगन्ज, उप-डाकघर	804432	745.	मधेपुरा मुख्य डाकघर, उप-डाकघर	852113
710.	धराउत, उप-डाकघर	804405	746.	मधेपुरा कचहरी, उप-डाकघर	852113
711.	घोषी, उप-डाकघर	804406	747.	महिषि, उप-डाकघर	852216
712.	जहानाबाद कचहरी, उप-डाकघर	804403	748.	मंगवार, उप-डाकघर	852217
713.	काको, उप-डाकघर	804418	749.	मठाही, उप-डाकघर	852121
714.	करपी, उप-डाकघर	804419	750.	मुरलीगंज, उप-डाकघर	852122
715.	काजीसराय, उप-डाकघर	804420	751.	नौहट्टा, उप-डाकघर	852123
716.	कुर्था, उप-डाकघर	804421	752.	पुरैनी बाजार, उप-डाकघर	852116
717.	मखदुमपुर, उप-डाकघर	804422	753.	पचगछिया, उप-डाकघर	852124
718.	नगला किंजर, उप-डाकघर	804423	754.	प्रतापगंज, उप-डाकघर	852126
719.	नेहालपुर, उप-डाकघर	804429	755.	पिपरा बाजार, उप-डाकघर	852218
720.	पाई विगहा, उप-डाकघर	804424	756.	सहरसा कचहरी, उप-डाकघर	852202
721.	शकुराबाद, उप-डाकघर	804425	757.	सुपौल, मुख्य डाकघर	852131
722.	शंकरपुर इमामगंज, उप-डाकघर	804426	758.	सहरसा बाजार, उप-डाकघर	852201
723.	टेहटा, उप-डाकघर	804427	759.	सहरसा डिस्ट्रिक्ट बोर्ड, उप-डाकघर	852201
724.	उसरी, उप-डाकघर	804428	760.	सहरसा पूरब बाजार, उप-डाकघर	852201
725.	मेन, उप-डाकघर	804435	761.	सलखुआ बाजार, उप-डाकघर	852126
<b>सहरसा मंडल, सहरसा</b>			762.	साह आलम नगर, उप-डाकघर	852219
726.	बलुआ बाजार, उप-डाकघर	854330	763.	सिमरी बख्तियारपुर, उप-डाकघर	852127
727.	बिहारीगंज, उप-डाकघर	852101	764.	सौर बाजार, उप-डाकघर	852221
728.	बनगाँव, उप-डाकघर	852212	765.	सुखपुर, उप-डाकघर	852130
729.	भपटियाही बाजार, उप-डाकघर	852105	766.	सुपौल बाजार, उप-डाकघर	852131
730.	भीम नगर बैरेज, उप-डाकघर	854334	767.	सोनबरसा राज, उप-डाकघर	852129
731.	बीरपुर, उप-डाकघर	854340	768.	सिंधेश्वर, उप-डाकघर	852118

(1)	(2)	(3)	(1)	(2)	(3)
769.	सुरपतगंज, उप-डाकघर	852137	804.	मोरवा, उप-डाकघर	848121
770.	थरबिट्टा, उप-डाकघर	852138	805.	वारिसनगर, उप-डाकघर	848133
771.	त्रिवेणीगंज, उप-डाकघर	852139	806.	वैनी, उप-डाकघर	848131
772.	टी. पी. कॉलेज मधेपुरा, उप-डाकघर	852113	807.	संभुपट्टी, उप-डाकघर	848129
773.	उदकिशुनगंज, उप-डाकघर	852220	808.	सरायरंजन, उप-डाकघर	848127
	<b>समस्तीपुर मंडल, समस्तीपुर</b>		809.	समस्तीपुर बाजार, उप-डाकघर	848101
774.	दलसिंहसराय, मुख्य डाकघर	848114	810.	रोसड़ा थाना, उप-डाकघर	848210
775.	पुसा, उप-डाकघर	848125	811.	दलसिंहसराय बाजार, उप-डाकघर	848114
776.	पटोरी, उप-डाकघर	848504	812.	बिथान, उप-डाकघर	848207
777.	हसनपुर, उप-डाकघर	848205	813.	मोहीउद्दीन नगर बलुआही, उप-डाकघर	848207
778.	कासीपुर, उप-डाकघर	848101		<b>चम्पारण मंडल, मोतिहारी</b>	
779.	परहन, उप-डाकघर	848211	814.	आदापुर, उप-डाकघर	845301
780.	रोड़ा, उप-डाकघर	848210	815.	अरेराज, उप-डाकघर	845411
781.	सिंधिया, उप-डाकघर	848209	816.	बैरिया, उप-डाकघर	845401
782.	ताजपुर, उप-डाकघर	848130	817.	बी. के. जगत, उप-डाकघर	845413
783.	विद्यापतिनगर, उप-डाकघर	848503	818.	बारा चकिया, उप-डाकघर	845412
784.	कुसेश्वर स्थान, उप-डाकघर	848213	819.	भेलवा सर्किल, उप-डाकघर	845315
785.	उजियारपुर, उप-डाकघर	848132	820.	चैता, उप-डाकघर	845414
786.	सिंधिया घाट, उप-डाकघर	848236	821.	छौड़ादानो, उप-डाकघर	845302
787.	पी. हलई, उप-डाकघर	848505	822.	चिरैया, उप-डाकघर	845415
788.	मोहीउद्दीन नगर, उप-डाकघर	848501	823.	दामोदरपुर, उप-डाकघर	845416
789.	मोहीउद्दीन नगर आर. एस., उप-डाकघर	848502	824.	दरियापुर, उप-डाकघर	845417
790.	जितवारपुर, उप-डाकघर	848134	825.	ढाका, उप-डाकघर	845418
791.	इल्मासनगर, उप-डाकघर	848117	826.	गुलबारा, उप-डाकघर	845420
792.	बिरहा, उप-डाकघर	848216	827.	गोबिन्दगंज, उप-डाकघर	845419
793.	मंगलगढ़, उप-डाकघर	848208	828.	घोडासदन, उप-डाकघर	845303
794.	मोधोपुर दिधरूआ, उप-डाकघर	848122	829.	हरसिधी, उप-डाकघर	845422
795.	कुंडल, उप-डाकघर	848206	830.	हुसैनी, उप-डाकघर	845423
796.	किसनपुर, उप-डाकघर	848301	831.	जैतपुर लौकरिया, उप-डाकघर	845440
797.	कल्याणपुर, उप-डाकघर	848160	832.	केसरिया, उप-डाकघर	845424
798.	कल्याणपुर चौक, उप-डाकघर	848302	833.	कुंनडवा चैनपुर, उप-डाकघर	845304
799.	दिघरा, उप-डाकघर	848115	834.	मझरिया, उप-डाकघर	845401
800.	नवरंगा, उप-डाकघर	848102	835.	मलाही, उप-डाकघर	845425
801.	बिरौली रूरल इंस्टीच्यूट, उप-डाकघर	848113	836.	मंगुराहा, उप-डाकघर	845458
802.	पटोरी बाजार सिनेमा चौक, उप-डाकघर	848504	837.	मेहसी, उप-डाकघर	845426
803.	बघरा, उप-डाकघर	848506	838.	मोतीहारी सिटी, उप-डाकघर	845401

(1)	(2)	(3)	(1)	(2)	(3)
839.	मोतीहारी चौक, उप-डाकघर	845401	873.	एस. एच. एम. सी., उप-डाकघर	846002
840.	मोतीहारी कॉलेज, उप-डाकघर	845401	874.	बहेड़ा, उप-डाकघर	847201
841.	मोतिहारी कोर्ट, उप-डाकघर	845401	875.	बेनीपुर, उप-डाकघर	847103
842.	पच पकड़ी, उप-डाकघर	845427	876.	भरवाड़ा, उप-डाकघर	847104
843.	पकड़ी दयाल, उप-डाकघर	845428	877.	भराट, उप-डाकघर	847106
844.	पताही, उप-डाकघर	845457	878.	बिस्फी, उप-डाकघर	847122
845.	फेनहारा, उप-डाकघर	845430	879.	सी. एम. कालेज, उप-डाकघर	846004
846.	पिपरा फक्ट्री, उप-डाकघर	845429	880.	दरभंगा चौक, उप-डाकघर	846004
847.	रघुनाथपुर बाजार, उप-डाकघर	845431	881.	दरभंगा सिटी, उप-डाकघर	846004
848.	राजपुर, उप-डाकघर	845432	882.	दरभंगा बड़ा बाजार, उप-डाकघर	846004
849.	राजपुर चम्पारण, उप-डाकघर	845406	883.	जाले, उप-डाकघर	847302
850.	रमगढ़वा, उप-डाकघर	845433	884.	योगियारा, उप-डाकघर	847303
851.	रक्सौल, उप-डाकघर	845305	885.	के. डी. एस. यू., उप-डाकघर	846008
852.	संग्रामपुर, उप-डाकघर	845434	886.	कमतौल, उप-डाकघर	847404
853.	सेमरा, उप-डाकघर	845435	887.	कंसी सिमरी, उप-डाकघर	847106
854.	सुगैली, उप-डाकघर	845456	888.	कवेटसा बरूआरी, उप-डाकघर	847107
855.	तेतरिया फैक्ट्री, उप-डाकघर	845436	889.	किलाघाट, उप-डाकघर	846004
856.	तुरकौलिया, उप-डाकघर	845437	890.	कटहलवाड़ी, उप-डाकघर	846004
<b>दरभंगा मंडल, दरभंगा</b>			891.	केवटी रनवे, उप-डाकघर	847121
857.	आनन्दपुर, उप-डाकघर	847101	892.	लक्ष्मीसागर, उप-डाकघर	846009
858.	बहेड़ी, उप-डाकघर	847105	893.	मुरिया, उप-डाकघर	847115
859.	बेंता साउथ, उप-डाकघर	846003	894.	पी. टी. सी., उप-डाकघर	846005
860.	बिरौल, उप-डाकघर	847203	895.	पिण्डारूच, उप-डाकघर	847306
861.	विशुपुर, उप-डाकघर	847407	896.	रतनपुर, उप-डाकघर	847307
862.	डी. एम. सी., उप-डाकघर	846003	897.	रैयाम फैक्ट्री, उप-डाकघर	847337
863.	धनश्यामपुर, उप-डाकघर	847427	898.	सारामोहनपुर, उप-डाकघर	846007
864.	हायाघाट बिलासपुर, उप-डाकघर	847301	899.	शुभंकरपुर, उप-डाकघर	846006
865.	इमामबाड़ी, उप-डाकघर	846001	900.	सिंहवाड़ा, उप-डाकघर	847123
866.	कुसोथर, उप-डाकघर	846001	<b>मधुबनी मंडल, मधुबनी</b>		
867.	कुर्सो नदियामी, उप-डाकघर	847405	901.	आन्ध्रा, उप-डाकघर	847401
868.	लहेरियासराय कोर्ट, उप-डाकघर	846001	902.	अरेडहाट, उप-डाकघर	847222
869.	लोहना रोड़, उप-डाकघर	847407	903.	बाबुबरही, उप-डाकघर	847224
870.	मनीगाछी, उप-डाकघर	847422	904.	बसैठ चानपुरा, उप-डाकघर	847102
871.	नेहरा, उप-डाकघर	847233	905.	बासोपट्टी, उप-डाकघर	847225
872.	पुतई, उप-डाकघर	847423	906.	बेनी पट्टी, उप-डाकघर	847223



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907.	भौआड़ा, उप-डाकघर	847212
908.	गाँधी बाजार, उप-डाकघर	847214
909.	घोघरडीहा, उप-डाकघर	847402
910.	जयनगर बाजार, उप-डाकघर	847226
911.	जयनगर, उप-डाकघर	847226
912.	झंझारपुर कोर्ट, उप-डाकघर	847404
913.	झंझारपुर आर. एस., उप-डाकघर	847403
914.	झंझारपुर, उप-डाकघर	847404
915.	कलुवाही, उप-डाकघर	847229
916.	खजौली, उप-डाकघर	847228
917.	खिरहर, उप-डाकघर	847230
918.	खुटौना, उप-डाकघर	847227
919.	कुनौली, उप-डाकघर	847451
920.	लदनियाँ, उप-डाकघर	847232
921.	लौकहा, उप-डाकघर	847421
922.	लोहट, उप-डाकघर	847231
923.	मधेपुर, उप-डाकघर	847408
924.	मधुबनी कोर्ट, उप-डाकघर	847211
925.	मधुवापुर, उप-डाकघर	847305
926.	मधुबनी बड़ा बाजार, उप-डाकघर	847213
927.	नरहिया, उप-डाकघर	847108
928.	निर्मली, उप-डाकघर	847452
929.	पेडौल, उप-डाकघर	847234
930.	फुलपरास, उप-डाकघर	847409
931.	आर. के. कॉलेज, उप-डाकघर	847215
932.	रहिका, उप-डाकघर	847238
933.	राजनगर, उप-डाकघर	847235
934.	रामपट्टी, उप-डाकघर	847236
935.	रूद्रपुर, उप-डाकघर	847411
936.	साहरघाट, उप-डाकघर	847308
937.	सकरी, उप-डाकघर	847239
938.	सरिसवपाही, उप-डाकघर	847424
939.	तमुरिया, उप-डाकघर	847410
940.	तुलापतगंज, उप-डाकघर	847109
941.	उमगांव कोठी, उप-डाकघर	847240

[ फा. सं. 17017-1/2011-रा.भा. ]

अनुला कुमार, उप महानिदेशक (फिलैटली/राजभाषा)

## MINISTRY OF COMMUNICATION AND IT

## (Department of Post)

New Delhi, the 20th May, 2014

**S.O. 1519.**—In pursuance of Rule 10(4) of the Official Language (use for Official Purposes of the Union) Rule, 1976 the Central Government hereby notifies following 941 Sub Post Offices, which are under Office of the Chief Postmaster General, Bihar Circle, Patna-800001 of the Department of Posts where more than 80% staff has acquired the working knowledge of Hindi : —

**Request of notifying the following Sub-ordinate Post Offices under Bihar Postal Circle whose 80% employees have already obtained working knowledge in Hindi**

## Sitamari Division, Sitamari

Sl. No.	Name of Post Offices	Pin Code
(1)	(2)	(3)
1.	Athari S.O.	843311
2.	Bairgania S.O.	843313
3.	Bairgania Bazar S.O.	843313
4.	Bajpatti S.O.	843314
5.	Barharwa S.O.	843315
6.	Belsand S.O.	843316
7.	Bhutahi S.O.	843317
8.	Budhnagara Deorhi S.O.	843318
9.	Choraut S.O.	843319
10.	Janakpur Road S.O.	843320
11.	Janaki Asthan S.O.	843302
12.	Koat Bazar S.O.	843302
13.	Majhulia Estate S.O.	843322
14.	Manik Chowk S.O.	843323
15.	Mejarganj S.O.	843332
16.	Nanpur S.O.	843333
17.	Parihar S.O.	843324
18.	Persauni S.O.	843325
19.	Piprahi S.O.	843334
20.	Pupri Bazar S.O.	843320
21.	Raipur S.O.	843326
22.	Riga S.O.	843327
23.	Runni Saidpur S.O.	843328

(1)	(2)	(3)	(1)	(2)	(3)
24.	Sheohar S.O.	843329	59.	S.R. Farbesganj S.O.	854318
25.	Sitamarhi Bazar S.O.	843302	60.	Khuskibagh S.O.	854305
26.	Sonbarsa S.O.	843330	61.	Pumia Court S.O.	854301
27.	Sursand S.O.	843331	62.	Barsoighat S.O.	854317
28.	Shaktipitha Chandidham Kailashpuri S.O.	843301	63.	Barsoi S.O.	854102
<b>Purnea Division, Purnea</b>			64.	Daheria Mills S.O.	854103
29.	Araria S.O.	854311	65.	Durgaganj S.O.	855105
30.	Araria R.S	854312	66.	Guru Bazar S.O.	854104
31.	Baisi S.O.	854315	67.	B.M.P.Camp S.O.	854106
32.	Banaili S.O.	854201	68.	Katihar Mills S.O.	854107
33.	Banmankhi S.O.	854202	69.	Korha S.O.	854108
34.	Barhara Kothi S.O.	854203	70.	Manihari S.O.	854113
35.	Bhawanipur Rajdham S.O.	854204	71.	Mahadeopur S.O.	854116
36.	Bhatta Bazar S.O.	854301	72.	Pothia S.O.	854114
37.	Bathnaha S.O.	854316	73.	Roshna S.O.	854117
38.	Forbesganj S.O.	854318	74.	Salhari S.O.	855113
39.	Jalalgarh S.O.	854327	75.	Semapur Factory S.O.	854115
40.	Jogbani S.O.	854328	76.	Bahadurganj S.O.	855101
41.	Jokihat S.O.	854329	77.	Kishanganj MDG	855107
42.	Kursakanta S.O.	854331	78.	Kishanganj Bazar S.O.	855108
43.	Kuari S.O.	854332	79.	Sontha S.O.	855115
44.	Madanpur S.O.	854333	80.	Thakurganj S.O.	855116
45.	Maryganj S.O.	854334	81.	Taiyabpur S.O.	855117
46.	Narpatganj S.O.	854335	82.	Sonaili S.O.	855114
47.	Nababganj S.O.	854336	83.	Galgatia S.O.	855106
48.	Chopra Ramnagar S.O.	854301	84.	Katihar Court S.O.	854105
49.	Dhamdaha S.O.	854205	85.	Katihar Barabazar S.O.	854105
50.	Garhbanaili S.O.	854315	86.	Amdabad S.O.	854112
51.	Gulabbag S.O.	854326	87.	Ayodhyaganj Bazar S.O.	854010
52.	Kasaba S.O.	854330	88.	Katihar R.S. S.O.	854105
53.	Pumia Chowk S.O.	854304	89.	Katihar Colony S.O.	854105
54.	Pumia Politechnic S.O.	854303	<b>Muzzafarpur Division, Muzzafarpur</b>		
55.	RaniPatra S.O.	854337	90.	Dhoti S.O.	843105
56.	Sarsi S.O.	854306	91.	Motipur S.O.	843111
57.	Pumia City S.O.	854302	92.	Rarnna S.O.	842002
58.	Pumia D.B. S.O.	854301	93.	M.I.T.S.O.	842003
			94.	Deoria S.O.	843120

(1)	(2)	(3)	(1)	(2)	(3)
95.	Kanti S.O.	843109	131.	Kanti Thermal Power Station S.O.	843130
96.	Kurnowl S.O.	843125	132.	Kathaiya S.O.	843124
97.	Silaut S.O.	843119	133.	Malighat S.O.	842001
98.	Aurai S.O.	843312	134.	M.I.C. S.O.	842001
99.	Baghi S.O.	844112	135.	Muzaffarpur Collectorate S.O.	842001
100.	Bakhra S.O.	843101	136.	Muzaffarpur Court S.O.	842001
101.	Bihar University S.O.	842001	137.	Narma S.O.	843129
102.	Bochaha S.O.	843103	138.	Pakki Sarai S.O.	842001
103.	Chandanpatti S.O.	843104	139.	Purani Bazar S.O.	842001
104.	Geyaspur S.O.	843107	140.	R.D.S. College S.O.	842001
105.	Jaintpur State S.O.	843123	141.	Saraiyaganj S.O.	842001
106.	Katra S.O.	843321	142.	Sikandarpur S.O.	842001
107.	Kurhani S.O.	844120	143.	S.S.K.Bhawan S.O.	842001
108.	Minapur S.O.	843128	144.	Umanagar S.O.	842004
109.	Motijheel S.O.	842001	<b>West Champaran Division, Bettia</b>		
110.	Patahi S.O.	843113	145.	Bagaha S.O.	845101
111.	Piar S.O.	843112	146.	Naripur S.O.	845105
112.	Paroo S.O.	843115	147.	Valmikinagar S.O.	845107
113.	Rampurhari S.O.	843117	148.	Madhubani S.O.	845104
114.	Saraiya Factory S.O.	843126	149.	Ramnagar S.O.	845106
115.	Sarfuddinpur S.O.	843118	150.	Harinagar S.O.	845103
116.	Turki S.O.	844127	151.	Narkatiyaganj S.O.	845455
117.	Aghoria Bazar S.O.	842001	152.	D.K. Sikarpur S.O.	845451
118.	Aamgola S.O.	842001	153.	Lauria S.O.	845453
119.	Bariyarpur S.O.	843102	154.	Jogapatti S.O.	845452
120.	Brihima Bazar S.O.	843127	155.	Chuhari S.O.	845450
121.	B.M.P. VI S.O.	842001	156.	Jagdishpur S.O.	845459
122.	Chhata Bazar S.O.	842001	157.	Majhuliya R.S. S.O.	845454
123.	D.A. College S.O.	843121	158.	Chanpatiya S.O.	845449
124.	Gidha S.O.	843106	159.	Chanpatiya Bazar S.O.	845449
125.	Hardi S.O.	843122	160.	Mainatard S.O.	845306
126.	Imalichatti S.O.	842001	161.	Sikta S.O.	845307
127.	Jajuar S.O.	843360	162.	Lal Bazar S.O.	845438
128.	Kalwari S.O.	843108	163.	Mina Bazar S.O.	845438
129.	Kalyani S.O.	842001	164.	Naya Tola Betiah S.O.	845438
130.	Kanhauli Azara S.O.	842001	165.	Belbag S.O.	845438

(1)	(2)	(3)	(1)	(2)	(3)
166.	Betiah RS S.O.	845438	201.	Barauni Deorhi S.O.	851113
	<b>Aurangabad Division, Aurangabad</b>		202.	B.O.R. LSG S.O.	851114
167.	Daudnagar MDG	824143	203.	Bhagwanpur S.O.	851120
168.	Sherghati MDG	824211	204.	B.T.P.P. S.O.	851116
169.	Navinagar LSG	824301	205.	B.U.Nagar S.O.	851115
170.	Obara LSG	824124	206.	Baro S.O.	851118
171.	Dev LSG	824202	207.	Beldaur S.O.	852161
172.	Rafiganj LSG	824125	208.	Bihat S.O.	851135
173.	Goh LSG	824203	209.	Choutham S.O.	851201
174.	Arnba S.O.	824111	210.	Khagaria Bazar N.D.S.O.	851204
175.	Barun S.O.	824112	211.	Koshi College S.O.	851205
176.	Koch S.O.	824207	212.	Lakhminia S.O.	851211
177.	Kutumba S.O.	824123	213.	Mahna S.O.	851210
	<b>Begusarai Division, Begusarai</b>		214.	Maheshkhunt S.O.	851213
178.	Bachhwara S.O.	851111	215.	Begusarai Court S.O.	851101
179.	Bakhri Bazar S.O.	848201	216.	M.Banduar S.O.	851129
180.	Barauni HSG II	851112	217.	Mohaddipur S.O.	851212
181.	Garhara S.O.	851126	218.	Naokothi S.O.	851103
182.	Garhpura S.O.	848204	219.	Nayagaon S.O.	851215
183.	Gogari S.O.	851202		<b>Munger Division, Munger</b>	
184.	G.D. College ND S.O.	851101	220.	Aliganj S.O.	811301
185.	J. Gogari S.O.	851203	221.	Barbigaha S.O.(LSG)	811101
186.	Khagaria MDG HSG-I	851204	222.	Barahiya S.O.	811302
187.	Meghual LSG S.O.	851127	223.	Bariyarpur S.O.	811211
188.	Mansi S.O.	851214	224.	Basudeopur T.S.O.	811202
189.	Mansoorchak S.O.	851128	225.	Chakai S.O.	811303
190.	Manjhaul S.O.	848202	226.	Chewara S.O.	811304
191.	Parbatta S.O.	851216	227.	Dharhara S.O.	811212
192.	Rajaura S.O.	851131	228.	Ganga Darsan T.S.O.	811201
193.	RTS S.O.	851117	229.	Gidhaur S.O.	811305
194.	S. Kamal S.O.	851217	230.	Haveli Kharagpur S.O.	811213
195.	Sripur S.O.	851132	231.	Jamalpur MDG S.O.	811214
196.	Sriram Press S.O.	851101	232.	Jamui Court S.O.	811307
197.	Sakarpura S.O.	848203	233.	Jhajha Bazar S.O.	811308
198.	Suhird Nagar S.O.	851218	234.	Jhajha S.O.	811308
199.	Teghra LSG S.O.	851133	235.	Kajra S.O.	811309
200.	Ullao S.O.	851134	236.	Khaira S.O.	811317

(1)	(2)	(3)	(1)	(2)	(3)
237.	Kiul RS S.O.	811310	271.	Bhagalpur Central Jail S.O.	812001
238.	Lakhisarai Court S.O.	811311	272.	Bhagalpur Engineering College S.O.	813210
239.	Lakhisarai MDGI S.O.	811311	273.	Bhagalpur Distt. Board S.O.	812001
240.	Lal Darwaja TS.O.	811201	274.	Bhagalpur city S.O.	812002
241.	Laxmipur S.O.	811312	275.	Bihpur S.O.	853201
242.	Mallehpur S.O.	811313	276.	Barahpura S.O.	812001
243.	Mehus S.O.	811102	277.	Champanagar S.O.	812004
244.	Munger College T.S.O.	811201	278.	Ekchari S.O.	813204
245.	Munger Fort T.S.O.	811201	279.	Ghogha S.O.	813205
246.	Munger Town T. S.O.	811201	280.	Ishakchak S.O.	812001
247.	ND Road Munger T.S.O.	811201	281.	Ishipur S.O.	813206
248.	Nimi S.O.	811103	282.	Jagdishpur S.O.	813105
249.	PB Lakhisari S.O.	811314	283.	Kahalgaoon S.O.	813203
250.	Piri Bazar S.O.	811112	284.	Kharik Bazar S.O.	853202
251.	Purabsarai T.S.O.	811112	285.	Kharmanchak S.O.	812001
252.	S B Jamalpur S.O.	811214	286.	Maharshi Mehi Ashram S.O.	812003
253.	Sarmera S.O.	811104	287.	Mathurapur S.O.	813222
254.	Sheikhpura Bazar S.O.	811105	288.	Mayaganj S.O.	812001
255.	Sheikhpura RS S.O.	811105	289.	Mirjanhat S.O.	812005
256.	Sheikhpura MDG S.O.	811105	290.	Narayanpur S.O.	853203
257.	Sikandra S.O.	811315	291.	Nathnagar S.O.	812006
258.	Simultala S.O.	811316	292.	Navgachhiya S.O.	853204
259.	Sirari S.O.	811107	293.	Pirpanti S.O.	813209
260.	Sono S.O.	811314	294.	Sabaur S.O.	813210
261.	Surajgarha S.O.	811106	295.	Sahebganj S.O.	812004
<b>Siwan Division, Siwan</b>			296.	Shahkund S.O.	813108
262.	Mairwa S.O.	841239	297.	Saidpur Tola Goriyar S.O.	853205
263.	Mirganj S.O.	841438	298.	Sangrampur S.O.	813212
264.	Maharajganj S.O.	841238	299.	Station Road, Sultanganj S.O.	813213
265.	Basantpur S.O.	841406	300.	Sultanganj S.O.	813213
266.	Hathua S.O.	841436	301.	Sujaganj Bazar S.O.	812002
<b>Bhagalpur Division, Bhagalpur</b>			302.	Kahalgaoon NTPC S.O.	813214
267.	Aadampur S.O.	812001	303.	Tarapur S.O.	813321
268.	Aliganj S.O.	812005	304.	TNB College S.O.	812007
269.	Aasarganj S.O.	813201	305.	Tatarpur S.O.	812002
270.	Barari S.O.	812003	306.	Tilkamanjhi S.O.	812001

(1)	(2)	(3)	(1)	(2)	(3)
307.	Amarpur S.O.	813101	343.	Gariba Tola S.O.	841312
308.	Barahat S.O.	813103	344.	Jogia S.O.	841212
309.	Belhar S.O.	813202	345.	Kopa Bazar S.O.	841214
310.	Bounshi S.O.	813104	346.	Mahmadpur S.O.	841223
311.	Chandan S.O.	814131	347.	Parsagarh S.O.	841220
312.	Katoria S.O.	813106	348.	Rivilganj S.O.	841315
313.	Khesar S.O.	813207	349.	Rajendra College S.O.	841301
314.	Panjwara S.O.	813110	350.	Manjhi S.O.	841313
315.	Punsiya S.O.	813109	351.	Baniapur S.O.	841403
316.	Rajoun S.O.	813107	352.	Dayalpur S.O.	841206
317.	Shambhuganj S.O.	813211	353.	Dumarshan Bangra S.O.	841410
	<b>Saran Division, Chapra</b>		354.	Jagdam College S.O.	841301
318.	Gaura S.O.	841443	355.	Mashrakh S.O.	841417
319.	Ishuapur S.O.	841411	356.	Panditpur S.O.	841224
320.	Khaira S.O.	841414	357.	Shajitpur S.O.	841422
321.	Bhagwan Bazar S.O.	841301	358.	Taraiya S.O.	841424
322.	District Board S.O.	841301	359.	Basant S.O.	841202
323.	Khodaibag S.O.	841415	360.	Dighwara S.O.	841207
324.	Kopa Samhota S.O.	841213	361.	Gultenganj S.O.	841211
325.	Naini S.O.	841316	362.	Mauna S.O.	841301
326.	Nagra S.O.	841412	363.	Nayagaun S.O.	841217
327.	Purwari Telpa S.O.	841302	364.	Naraon S.O.	841216
328.	Sarhwara S.O.	841421	365.	Pratappur S.O.	841225
329.	Jalalpur Bazar S.O.	841412	366.	Sutihar S.O.	841222
330.	Amnaur S.O.	841401	367.	Sonepur S.O.	841101
331.	Aphar S.O.	841402	368.	Sonepur RS S.O.	841101
332.	Bhatha Sonho S.O.	841460	369.	Shitalpur S.O.	841221
333.	Garkha S.O.	841311		<b>Rohtas Division, Sasaram</b>	
334.	Maker S.O.	841215	370.	Akorhi Bazar S.O.	821301
335.	Mirjapur S.O.	841419	371.	Amjhor Camp S.O.	821302
336.	Parsa S.O.	841219	372.	Banjari S.O.	821303
337.	Paiga S.O.	841218	373.	Bhabhua MDG	821101
338.	Bareja S.O.	841201	374.	Baulia S.O.	821304
339.	Chainwa S.O.	841204	375.	Babhnaul S.O.	802211
340.	Daudpur S.O.	841205	376.	Bhagwanpur S.O.	821102
341.	Ekma S.O.	841208	377.	Bikramganj S.O.	802212
342.	Phulwariya Tajpur S.O.	841209	378.	B.M.P. Dehri S.O.	821307



(1)	(2)	(3)	(1)	(2)	(3)
379.	Chainpur S.O.	821103	415.	Tilouthu S.O.	821312
380.	Chenari S.O.	821104	416.	Tenduni Chowk S.O.	802212
381.	Dalmianagar S.O.	821305	<b>Nalnda Division. Biharsarif</b>		
382.	Darihat S.O.	821306	417.	Alinagar S.O.	803101
383.	Dehri on Sone S.O.	821307	418.	Amber S.O.	803101
384.	Dehri RS S.O.	821307	419.	Ashanagar S.O.	803118
385.	Dawath S.O.	802226	420.	Asta S.O.	803120
386.	Dinara S.O.	802213	421.	Asthawan S.O.	803107
387.	Durgawati S.O.	821105	422.	Athmalgola S.O.	803211
388.	Gandhipath S.O.	821115	423.	Bakhtiyarpur S.O.	803212
389.	Garhnokha S.O.	802215	424.	Barh S.O.	803213
390.	Gorari S.O.	802214	425.	Barh Court S.O.	803213
391.	Hatta S.O.	821106	426.	Barh RS S.O.	803214
392.	Harihar Ganj S.O.	821310	427.	Bhadaur S.O.	803307
393.	Indrpuri S.O.	821308	428.	Bhathar S.O.	801307
394.	Kargahar S.O.	821107	429.	Chandi S.O.	803108
395.	Kachchawa S.O.	821309	430.	Ekangarsarai S.O.	801301
396.	Kochas S.O.	821112	431.	Hamaud S.O.	803110
397.	Kudra S.O.	821108	432.	Hathidah S.O.	803301
398.	Kudra Bazar S.O.	821108	433.	Hilsa S.O.	801302
399.	Koath S.O.	802216	434.	Islampur S.O.	801303
400.	Mohania S.O.	821109	435.	Karaipershurai S.O.	801304
401.	Meari Bazar S.O.	802217	436.	Mogalkuan S.O.	803118
402.	Natwar S.O.	802218	437.	Mokama S.O.	803302
403.	Nasriganj S.O.	821310	438.	Mokamachowk S.O.	803302
404.	New Area Sasaram S.O.	821115	439.	Mokamaghat S.O.	803303
405.	Noan S.O.	802132	440.	Nagarnausa S.O.	801305
406.	Rajpur S.O.	802219	441.	Nalanda S.O.	803111
407.	Ramgarh S.O.	821110	442.	Nalanda College S.O.	803101
408.	Rohtas S.O.	821311	443.	NTPC Barh S.O.	803215
409.	Sasaram Bazar S.O.	821115	444.	Noorsarai S.O.	803113
410.	Sasaram Local Board S.O.	821115	445.	Ordanance Factory Rajgir S.O.	803121
411.	Sheosagar S.O.	821111	446.	Pandarak S.O.	803221
412.	Sanjhauli S.O.	802220	447.	Parwalpur S.O.	803114
413.	Surajpura S.O.	802221	448.	Pawapuri S.O.	803115
414.	Takia Bazar S.O.	821113	449.	Rahui S.O.	803119

(1)	(2)	(3)	(1)	(2)	(3)
450.	Rajgir S.O.	803116	485.	Narhi Chandi S.O.	802161
451.	Ramchandrapur S.O.	803216	486.	Nawada Ben S.O.	802162
452.	Sakunat S.O.	803101	487.	Naya Mohamadpur S.O.	802163
453.	Samyagarh S.O.	803306	488.	Pakari S.O.	802301
454.	Silao S.O.	803117	489.	Piru S.O.	802207
455.	Sohsarai S.O.	803118	490.	Sahar S.O.	802208
456.	Telhara S.O.	801306	491.	Sandesh S.O.	802164
	<b>Bhojpur Division, Ara</b>		492.	Sahabad District Board	802301
457.	Anaith S.O.	802302	493.	Shahpur Patti S.O.	802165
458.	Agiaon S.O.	802201	494.	Sheoganj S.O.	802301
459.	Agiaon Bazar S.O.	802202	495.	Sinha S.O.	802316
460.	Ara Chowk S.O.	802301	496.	Tarari S.O.	802209
461.	Ara Kutchery S.O.	802301	497.	Umaraonganj S.O.	802166
462.	Akhgaon S.O.	802237	498.	Udwantnagar S.O.	802210
463.	Barahara S.O.	802311	499.	Arak S.O.	802111
464.	Benwalia S.O.	802351	500.	Brahmpur S.O.	802112
465.	Bihia S.O.	802152	501.	Brahmpur Chaurasta S.O.	802112
466.	Chandwa S.O.	802312	502.	Barka Rajpur S.O.	802113
467.	Charpokhari S.O.	802223	503.	Buxar Gajadharganj S.O.	802103
468.	Chaurasta Bihia S.O.	802154	504.	Buxar Jail S.O.	802102
469.	Dalippur S.O.	802155	505.	Chusa S.O.	802114
470.	Dhamar S.O.	802156	506.	Chaugain S.O.	802115
471.	Garahani S.O.	802203	507.	Churamanpur S.O.	802116
472.	Gunari S.O.	802313	508.	Dhansoi S.O.	802117
473.	Gajrajganj S.O.	802157	509.	Dullahpur S.O.	802118
474.	Gaudarh Rudra Nagar S.O.	802183	510.	Dumaraon S.O.	802119
475.	H.D. Jain College S.O.	802301	511.	Dumaraon Textiles S.O.	802136
476.	Hasan Bazar S.O.	802204	512.	Dumari S.O.	802120
477.	Jagdishpur S.O.	802158	513.	Hitwa Rajpur S.O.	802122
478.	Jitaura S.O.	802159	514.	Itarhi S.O.	802123
479.	Karath S.O.	802205	515.	Kesath S.O.	802125
480.	Kasap S.O.	802206	516.	Koransarai S.O.	802126
481.	Kayam Nagar S.O.	802314	517.	Manoharpur S.O.	802128
482.	Khutahan S.O.	802222	518.	Murar S.O.	802127
483.	Koilwar S.O.	802160	519.	Nai Bazar Buxar S.O.	802101
484.	Mharaja College S.O.	802301	520.	Nawanagar S.O.	802129

(1)	(2)	(3)	(1)	(2)	(3)
521.	Neazipur S.O.	802131	556.	Yusufpur, S.O.	844101
522.	Nimej S.O.	802130	557.	Vaishali, S.O.	844128
523.	Purana Bhojpur S.O.	802133		<b>Nawada Division, Nawada</b>	
524.	Raghnunathpur S.O.	802134	558.	Dhamoul S.O.	805101
525.	Simari S.O.	802135	559.	Giriyak S.O.	803109
526.	Sohani Patti S.O.	802101	560.	Govindpur S.O.	805102
	<b>Vaishali Division, Hajipur</b>		561.	Hasua S.O.	805103
527.	Anirudh Belsar, S.O.	844111	562.	Kadirganj S.O.	805104
528.	Anjanpir Chowk, S.O.	844103	563.	Katrisarai S.O.	805105
529.	Balukaram, S.O.	844113	564.	Kowakol S.O.	805106
530.	Basudeopur Chandel, S.O.	844501	565.	Kosi S.O.	805107
531.	Bhagwanpur, S.O.	844114	566.	Lal Bigha S.O.	805108
532.	Bidupur Bazar, S.O.	844503	567.	Nardiganj S.O.	805109
533.	Bidupur R.S. S.O.	844502	568.	Nawada Kutchery S.O.	805111
534.	Chaksikandar, S.O.	844115	569.	Nemdarganj S.O.	805121
535.	Desari, S.O.	844504	570.	Nurhat S.O.	805122
536.	Dharhara, S.O.	844117	571.	Orahanpur S.O.	805123
537.	Dumari, S.O.	844116	572.	Pakribarawan S.O.	805124
538.	Ghataro, S.O.	844119	573.	Par Nawada S.O.	805112
539.	Goraul, S.O.	844118	574.	Rajauli S.O.	805125
540.	Hajipur Chowk, S.O.	844101	575.	Rajhat S.O.	805126
541.	Hajipur Industrial Area, S.O.	844102	576.	Sirdala S.O.	805127
542.	Jhandaha, S.O.	844505	577.	Tarwan S.O.	805128
543.	Kumar Bajitpur, S.O.	844110	578.	Tungi S.O.	805129
544.	Lalganj, S.O.	844121	579.	Warisaliganj S.O.	805130
545.	Mahnar, S.O.	844506	580.	Wazirganj S.O.	805131
546.	Mahnar Road R.S. S.O.	844507		<b>Patna Division, Patna</b>	
547.	Mahua, S.O.	844122	581.	B.C. Road S.O.	800001
548.	Patepur, S.O.	843114	582.	B.P.S.C S.O.	800001
549.	Prataptand, S.O.	844123	583.	Bank Road S.O.	800001
550.	Raghopur, S.O.	844508	584.	C.R. Building S.O.	800001
551.	Rajapakar, S.O.	844124	585.	Chiraiyatand S.O.	800001
552.	Rambhadra, S.O.	844101	586.	Darul Malick S.O.	800001
553.	Sahdei Buzurg, S.O.	844509	587.	Gardanibagh S.O.	800001
554.	Sarai, S.O.	844125	588.	Hotel Republic S.O.	800001
555.	Singhara, S.O.	844126	589.	Indian Nation S.O.	800001

(1)	(2)	(3)	(1)	(2)	(3)
590.	Jarnal Road S.O.	800001	626.	Danapur Bazar S.O.	801501
591.	Kidwaipuri S.O.	800001	627.	Patel Nagar S.O.	800029
592.	Ramjaipal Nagar S.O.	800001	628.	Anisabad S.O.	800002
593.	Mithapur S.O.	800001	629.	Kadam Kuan S.O.	800003
594.	Navshakti S.O.	800001	630.	Patna University S.O.	800005
595.	New Jakkanpur S.O.	800001	631.	Mahendru S.O.	800006
596.	Patna Collectriate S.O.	800001	632.	Gulzarbagh S.O.	800007
597.	Postal Park S.O.	800001	633.	Patna City S.O.	800008
598.	Punai Chak S.O.	800001	634.	Begampur S.O.	800009
599.	R. Block S.O.	800001	635.	Sadakat Ashram S.O.	800010
600.	Sri Krishnapuri S.O.	800001	636.	Digha Ghat S.O.	800011
601.	J.C. Road S.O.	800004	637.	Digha S.O.	800012
602.	Machua Toli S.O.	800004	638.	Patliputra S.O.	800013
603.	Naya Tola S.O.	800004	639.	B. V. College S.O.	800014
604.	P.M.C.H.S.O.	800004	640.	Patna Secretariate S.O.	800015
605.	M.Y. Sandalpur S.O.	800006	641.	B.S.E. Board S.O.	800017
606.	Dental College S.O.	800007	642.	Bataganj S.O.	800018
607.	Chowk Shikarpur S.O.	800008	643.	C.D.A. S.O.	800019
608.	Diwan Mohalla S.O.	800008	644.	Lohia Nagar S.O.	800020
609.	Katra Bazar S.O.	800008	645.	Vidut Parishad S.O.	800021
610.	Machharhatta S.O.	800008	646.	B.G Camp/Raj Bhawan S.O.	800022
611.	Mahavir Asthan S.O.	800008	647.	L.B.S. Nagar S.O.	800023
612.	Marufganj S.O.	800008	648.	Keshri Nagar S.O.	800024
613.	Pachhim Darwaza S.O.	800008	649.	Aashiana Nagar S.O.	800025
614.	Maghaji Mills S.O.	800008	650.	B.H. Colony S.O.	800026
615.	Makhdumpur Digha S.O.	800011	651.	Patna High Court S.O.	800028
616.	Patna Aerodrame S.O.	800014	652.	Sadisopur S.O.	801111
617.	Sheikhpura S.O.	800014	653.	A.H. Guard S.O.	801101
618.	Chittra Gupt Nagar S.O.	800020	654.	Belhauri S.O.	801102
619.	K. Sector S.O.	800020	655.	Bihta S.O.	801103
620.	R.M.S Colony S.O.	800020	656.	Bikram S.O.	801104
621.	West Lohia Nagar S.O.	800020	657.	Khagaul S.O.	801105
622.	Kumhrar S.O.	800026	658.	Maner S.O.	801108
623.	Nanmuhia S.O.	800026	659.	Naubatpur S.O.	801109
624.	Khagaul Bazar S.O.	801105	660.	Paliganj S.O.	801110
625.	B. R. Centre S.O.	801501	661.	Lai S.O.	801112

(1)	(2)	(3)	(1)	(2)	(3)
662.	Neora S.O.	801113	697.	Karimganj S.O.	823001
663.	Danapur Cant S.O.	801503	698.	Khizersarai S.O.	824233
664.	Phulwari Sharif S.O.	801505	699.	Kharkhura S.O.	823002
665.	Sahay Nagar S.O.	801506	700.	Mow S.O.	824235
666.	Fatwa S.O.	803201	701.	Magadh University S.O.	824234
667.	Khushrupur S.O.	803202	702.	New Godown S.O.	823001
668.	Alawalpur S.O.	803203	703.	Paraiya S.O.	824209
669.	Telmar S.O.	803204	704.	Purani Godown S.O.	823001
670.	Hajrat Sain S.O.	804451	705.	Tekari S.O.	824236
671.	Masaurhi S.O.	804452	706.	Jahanabad RS S.O.	804417
672.	Punpun S.O.	804453	707.	Arwal S.O.	804401
673.	Nadaul S.O.	804454	708.	Baiderabad S.O.	804402
<b>Gaya Division, Gaya</b>			709.	Bandhuganj S.O.	804432
674.	A.P. Colony S.O.	823001	710.	Dharaut S.O.	804405
675.	ASC Center S.O.	823005	711.	Ghoshi S.O.	804406
676.	Atri S.O.	843311	712.	Jahanabad Kutchery S.O.	804403
677.	Bairagi S.O.	823002	713.	Kako S.O.	804418
678.	Belaganj S.O.	804403	714.	Karpi S.O.	804419
679.	Bodh Gaya S.O.	824231	715.	Kazisarai S.O.	804420
680.	Buniyadganj S.O.	823003	716.	Kurtha S.O.	804421
681.	Civil Aerodram S.O.	823004	717.	Makhdumpur S.O.	804422
682.	Civil Lines S.O.	823001	718.	Nagla Kinzer S.O.	804423
683.	Chakand S.O.	824004	719.	Nehalpur S.O.	804429
684.	Chand Chowra S.O.	823001	720.	Paibigha S.O.	804424
685.	Chandauti S.O.	823001	721.	Shakurabad S.O.	804425
686.	Chowk Gaya S.O.	823001	722.	Shankarpur Imamganj S.O.	804426
687.	Cherki S.O.	824237	723.	Tehta S.O.	804427
688.	Delha S.O.	823002	724.	Usari S.O.	804428
689.	Durga Asthan S.O.	823003	725.	Main S.O.	804435
690.	Fatehpur S.O.	824252	<b>Saharsa Division, Saharsa</b>		
691.	Gaya D.B. S.O.	823001	726.	Balua Bazar S.O.	854330
692.	Gaya Jail S.O.	823001	727.	Bihariganj S.O.	852101
693.	Gaya RSS.O.	823002	728.	Bangaon S.O.	852212
694.	Gewabigha S.O.	823001	729.	Bhaptiyahi Bazar S.O.	852105
695.	Guraru Mills S.O.	824118	730.	Bhim Nagar Barrage S.O.	854334
696.	Hulasganj S.O.	804407	731.	Birpur S.O.	854340

(1)	(2)	(3)	(1)	(2)	(3)
732.	BNMU Madhepura S.O.	852113	768.	Singheshwar Raj S.O.	852118
733.	Budhma S.O.	852114	769.	Surpatganj S.O.	852137
734.	Chapraon S.O.	852106	770.	Tharbitta S.O.	852138
735.	Chousa S.O.	852213	771.	Triveniganj S.O.	852139
736.	Dhabauli S.O.	852107	772.	T.P. College Madhepura S.O.	852113
737.	Ganpatganj S.O.	852109	773.	Uda Kishunganj S.O.	852220
738.	Garh Baruari S.O.	852110	<b>Samastipur Division, Samastipur</b>		
739.	Gwalpara S.O.	852115	774.	Dalsinghsrai MDG	848114
740.	Gamaharia S.O.	852108	775.	Pusa S.O.	848125
741.	Jadia S.O.	852214	776.	Patori S.O.	848504
742.	Jia Ram Raghoupur S.O.	852111	777.	Hasanpur Sugar Mills S.O.	848205
743.	Karjain Bazar S.O.	852215	778.	Kashipur S.O.	848101
744.	Kumarkhand S.O.	852112	779.	Narhan S.O.	848211
745.	Madhepura MDG	852113	780.	Rosera S.O.	848210
746.	Madhepura Collectrate S.O.	852113	781.	Singhia S.O.	848209
747.	Mahishi S.O.	852216	782.	Tajpur S.O.	848130
748.	Mangwar S.O.	852217	783.	Vidyapati Nagar S.O.	848503
749.	Mathahi S.O.	852121	784.	Kuseshwar Asthan S.O.	848213
750.	Murliganj S.O.	852122	785.	Ujiarpur S.O.	848132
751.	Nauhatta S.O.	852123	786.	Singhia Ghat S.O.	848236
752.	Puraini Bazar S.O.	852116	787.	P.Halai S.O.	848505
753.	Panchgachia S.O.	852124	788.	Mohiuddin Nagar S.O.	848501
754.	Pratapganj S.O.	852126	789.	Mohiuddin Nagar R.S S.O.	848502
755.	Pipra Bazar S.O.	852218	790.	Jitwarpur S.O.	848134
756.	Saharsa Collectrate S.O.	852202	791.	Ilmasnagar S.O.	848117
757.	Supaul MDG	852131	792.	Bhirha S.O.	848216
758.	Saharsa Bazar S.O.	852201	793.	Mangalgarh S.O.	848208
759.	Saharsa District Board S.O.	852201	794.	Madhopur Dighrui S.O.	848122
760.	Saharsa Purab Bazar S.O.	852201	795.	Kundal S.O.	848206
761.	Salkhua Bazar S.O.	852126	796.	Kishanpur S.O.	848301
762.	Sah Alam Nagar S.O.	852219	797.	Kalyanpur S.O.	848160
763.	Simri Bakhtiyarpur S.O.	852127	798.	Kalyanpur Chowk S.O.	848302
764.	Sour Bazar S.O.	852221	799.	Dighra S.O.	848115
765.	Sukhpur S.O.	852130	800.	Nauraga S.O.	848102
766.	Supaul Bazar S.O.	852131	801.	Birouli Rural Institute S.O.	848113
767.	Sonbersa Raj S.O.	852129	802.	Patory Bazar Cinema Chowk S.O.	848504



(1)	(2)	(3)	(1)	(2)	(3)
803.	Baghra S.O.	848506	838.	Motihari City S.O.	845401
804.	Morwa S.O.	848121	839.	Motihari Chawk S.O.	845401
805.	Warish Nagar S.O.	848133	840.	Motihari College S.O.	845401
806.	Waini S.O.	848131	841.	Motihari Court S.O.	845401
807.	Shambhupatti S.O.	848129	842.	Pachpakri S.O.	845427
808.	Sarairanjan S.O.	848127	843.	Pakari Dayal S.O.	845428
809.	Samastipur Bazar S.O.	848101	844.	Patahi S.O.	845457
810.	Rusera Thana S.O.	848210	845.	Phenhara S.O.	845430
811.	Dalsinghsarai Bazar S.O.	848114	846.	Pipra Factory S.O.	845429
812.	Bithan S.O.	848207	847.	Raghunathpur Bazar S.O.	845431
813.	Mohiuddin Nagar Baluahi S.O.	848207	848.	Rajpur S.O.	845432
<b>Champaran Division, Motihari</b>			849.	Rajepur Champaran S.O.	845406
814.	Adapur S.O.	845301	850.	Ramgarhwa S.O.	845433
815.	Areraj S.O.	845411	851.	Raxaul S.O.	845305
816.	Bairia S.O.	845401	852.	Sangrampur S.O.	845434
817.	B. K. Jagat S.O.	845413	853.	Semra S.O.	845435
818.	Bara Chakia S.O.	845412	854.	Sugauli S.O.	845456
819.	Bhelwa Circle S.O.	845315	855.	Tetaria Factory S.O.	845436
820.	Chaita S.O.	845414	856.	Turkaulia S.O..	845437
821.	Chauradano S.O.	845302	<b>Darbhanga Division, Darbhanga</b>		
822.	Chiraiya S.O.	845415	857.	Anandpur S.O.	847101
823.	Damodrpur S.O.	845416	858.	Baheri S.O.	847105
824.	Dariyapur S.O.	845417	859.	Benta South S.O.	846003
825.	Dhaka S.O.	845418	860.	Biraul S.O.	847203
826.	Gulbara Madhuban S.O.	845420	861.	Bishnupur S.O.	847407
827.	Gobindganj S.O.	845419	862.	D.M.C. S.O.	846003
828.	Ghorasahan S.O.	845303	863.	Ghanshyampur S.O.	847427
829.	Harsidhi S.O.	845422	864.	Hayaghat Bilashpur S.O.	847301
830.	Hussaini S.O.	845423	865.	Imambari S.O.	846001
831.	Jaitpur Laukaria S.O.	845440	866.	Kusothar S.O.	846001
832.	Kesariya S.O.	845424	867.	Kurso Nadiami S.O.	847405
833.	Kundawa Chainpur S.O.	845304	868.	Lahariyasarai Court S.O.	846001
834.	Majharia S.O.	845401	869.	Lohna Road S.O.	847407
835.	Malahi S.O.	845425	870.	Manigachi S.O.	847422
836.	Manguraha S.O.	845458	871.	Nehra S.O.	847233
837.	Mehsi S.O.	845426	872.	Putai S.O.	847423

(1)	(2)	(3)	(1)	(2)	(3)
873.	SHMC S.O.	846002	908.	Gandhi Bazar S.O.	847214
874.	Bahera S.O.	847201	909.	Ghogardiha S.O.	847402
875.	Benipur S.O.	847103	910.	Jay Nagar Bazar S.O.	847226
876.	Bharwara S.O.	847104	911.	Jay Nagar S.O.	847226
877.	Bharathi S.O.	847106	912.	Jhanjharpur Court S.O.	847404
878.	Bisfi S.O.	847122	913.	Jhanjharpur RS S.O.	847403
879.	C.M College S.O.	846004	914.	Jhanjharpur S.O.	847404
880.	Darbhanga Chowk S.O.	846004	915.	Kaluwahi S.O.	847229
881.	Darbhanga City S.O.	846004	916.	Khajauli S.O.	847228
882.	Darbhanga Bara Bazar S.O.	846004	917.	Khirhar S.O.	847230
883.	Jalley S.O.	847302	918.	Khutauna S.O.	847227
884.	Jogiara S.O.	847303	919.	Kunauli Bazar S.O.	847451
885.	KDSU S.O.	846008	920.	Ladania S.O.	847232
886.	Kamtaul S.O.	847404	921.	Laukaha S.O.	847421
887.	Kansi Simri S.O.	847106	922.	Lohat S.O.	847231
888.	Keotsa Baruary S.O.	847107	923.	Madheypur S.O.	847408
889.	Kilaghat S.O.	846004	924.	Madhubani Court S.O.	847211
890.	Kathalwari S.O.	846004	925.	Madhawapur S.O.	847305
891.	Keoti Ranway S.O.	847121	926.	Madhubani Bara Bazar S.O.	847213
892.	Laxmisagar S.O.	846009	927.	Narahiya S.O.	847108
893.	Muria S.O.	847115	928.	Nirmali S.O.	847452
894.	PTC. S.O.	846005	929.	Pandaul S.O.	847234
895.	Pindaruch S.O.	847306	930.	Phul Paras S.O.	847409
896.	Ratanpur S.O.	847307	931.	R.K.College S.O.	847215
897.	Rayam Factory S.O.	847337	932.	Rahika S.O.	847238
898.	Saramohanpur S.O.	846007	933.	Rajnagar S.O.	847235
899.	Subhankarpur S.O.	846006	934.	Ram Patti S.O.	847236
900.	Singhwara S.O.	847123	935.	Rudrapur S.O.	847411
<b>Madhubani Division, Madhubani</b>			936.	Sahar Ghat S.O.	847308
901.	Andhara S.O.	847401	937.	Sakari S.O.	847239
902.	Arerhat S.O.	847222	938.	Sarisvapahi S.O.	847424
903.	Babu barahi S.O.	847224	939.	Tamuria S.O.	847410
904.	Basaith Chanpura S.O.	847102	940.	Tulapatganj S.O.	847109
905.	Basopatti S.O.	847225	941.	Umgaon Kothi S.O.	847240
906.	Benipatti S.O.	847223	[F. No. 11017-1/2011-OL] ANULA KUMAR, Dy. Director General (Philately/OL)		
907.	Bhowara S.O.	847212			

**वाणिज्य एवं उद्योग मंत्रालय**

( वाणिज्य विभाग )

नई दिल्ली, 12 मई, 2014

**का.आ. 1520.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य विभाग के अधीन ई सी जी सी के निम्नलिखित शाखा कार्यालयों को एतद्वारा अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञात प्राप्त कर लिया है :

1. बेंगलूर (निर्यातक) शाखा,  
वायुदूत चेम्बर्स, त्रिनिटी सर्कल,  
एम. जी. रोड, बेंगलूर-560 001  
टेली : (080)25589775/2558 1729/2558  
फैक्स : (080) 2558 9779  
ई-मेल : [Bangalore@ecgc.in](mailto:Bangalore@ecgc.in)
2. नई दिल्ली लघु व मध्यम निर्यातक शाखा,  
एनबीसीसी प्लेस, साउथ टॉवर,  
4 थी मंजिल, प्रगति विहार, भीष्म पितामह मार्ग,  
नई दिल्ली-110003  
टेली : (011) 49284000/4928 4016-4027  
फैक्स : (011) 4928 4020  
ई-मेल : [metro.newdelhi@ecgc.in](mailto:metro.newdelhi@ecgc.in)
3. नई दिल्ली (बड़े निर्यातक) शाखा,  
एनबीसीसी प्लेस, साउथ टॉवर,  
4 थी मंजिल, प्रगति विहार, भीष्म पितामह मार्ग,  
नई दिल्ली-110003  
टेली : (011) 4928 4011/4928 4012  
फैक्स : (011) 4928 4013  
ई-मेल : [leb.newdelhi@ecgc.in](mailto:leb.newdelhi@ecgc.in)
4. दिल्ली बैंक कारोबार शाखा,  
तीसरी मंजिल, हंसालया बिल्डिंग, 15, बाराखंबा रोड,  
नई दिल्ली-110001  
टेली : (011) 4533 3666/601, 603, 605  
फैक्स : (011) 4533 3600  
ई-मेल : [bbb.newdelhi@ecgc.in](mailto:bbb.newdelhi@ecgc.in)
5. बांद्रा लघु एवं मध्यम निर्यातक शाखा,  
दि मेट्रोपोलिटन, 7वीं मंजिल,  
प्लॉट नं. सी-26/27, 'ई' ब्लॉक,  
बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400 051  
टेली : (022) 61448181/61448110  
फैक्स : (022) 6144 8156

[फा. सं. ई-11013/1/2008-हिन्दी]

श्रीमती देवकी, निदेशक (राजभाषा)

**MINISTRY OF COMMERCE AND INDUSTRY**

(Department of Commerce)

New Delhi, the 12th May, 2014

**S.O. 1520.**—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following branch offices of ECGC Ltd. under Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi :—

1. Bangalore (Exporter) Branch,  
Vayudoot Chambers, Trinity Circle,  
M.G. Road, Bangaluru.  
Tele : (080) 25589775/2558 1729/2558,  
Fax : (080) 2558 9779  
Email : [Bangalore@ecgc.in](mailto:Bangalore@ecgc.in)
2. New Delhi (Small and Medium Exporters) Branch,  
NBCC Place, South Tower,  
4th Floor, Pragati Vihar, Bhishma Pitamah Marg,  
New Delhi-110003  
Tele : (011) 4928 4000/4928 4016-4027  
Fax : (011) 4928 4020  
Email : [metro.newdelhi@ecgc.in](mailto:metro.newdelhi@ecgc.in)
3. New Delhi (Large Exporters) Branch,  
NBCC Place, South Tower,  
4th floor, Pragati Vihar, Bhishma Pitamah Marg,  
New Delhi-110003  
Tele : (011) 4928 4011/4928 4012  
Fax : (011) 4928 4013  
Email : [leb.newdelhi@ecgc.in](mailto:leb.newdelhi@ecgc.in)
4. Delhi Bank Business Branch,  
Third floor, Hansalaya Building,  
15, Barakhamba Road,  
New Delhi-110001  
Tele : (011) 4533 3666/601, 603, 605  
Fax : (011) 4533 3600  
Email : [bbb.newdelhi@ecgc.in](mailto:bbb.newdelhi@ecgc.in)
5. Bandra Small and Medium Exporter Branch,  
The Metropolitan, 7th floor, Plot No. C-26/27  
"E" Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai-400051  
Tele : (022) 6144 8181/6144 8110  
Fax : (022) 6144 8156

[F. No. E-11013/1/2008-Hindi]

SMT. DEVKI, Director (O.L.)

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 20 मई, 2014

**का.आ. 1521.**—सार्वजनिक परिसर (अनधिकृत कब्जाधारियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्राप्त शक्तियों का प्रयोग तथा भारत के गजट में दिनांक 28.5.2007 की का.आ. संख्या 2592 के अंतर्गत प्रकाशित पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार की दिनांक 15.9.2007 की अधिसूचना संख्या: आर-25015/1/2007-ओ.आर.-2 में आंशिक संशोधन करते हुए केन्द्र सरकार इस अधिसूचना के साथ संलग्न सारणी में निम्नलिखित संशोधन करती है जो इस प्रकार है :

**सारणी**

क्रम सं.	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियों तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएं
क्रम संख्या 9	पारादीप रिफाइनरी परियोजना	वरिष्ठ प्रबंधक (प्रशासन) - इंडियन ऑयल कोर्पोरेशन लिमिटेड, पारादीप रिफाइनरी, बिजयचन्द्रपुर, पारादीप, जिला-जगतसिंहपुर उड़ीसा-754142	उड़ीसा राज्य के अंदर तथा आसपास इंडियन ऑयल कोर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

इनके स्थान पर निम्नलिखित को रखा जाए :-

क्रम सं.	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियों तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएं
	पारादीप रिफाइनरी परियोजना	वरिष्ठ प्रबंधक (मानव संसाधन) - इंडियन ऑयल कोर्पोरेशन लिमिटेड, पारादीप रिफाइनरी, पी.ओ. झिमानी, बाया कुजांग, जिला जगतसिंहपुर उड़ीसा-754141	उड़ीसा राज्य के अंदर तथा आसपास इंडियन ऑयल कोर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

[फा. सं. आर-25015/1/2007-ओआर-1]

पवन कुमार, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 20th May, 2014

**S.O. 1521.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Un-authorized Occupants) Act-1971 (40 of 1971) in addition to the earlier notification of the Govt. of India in the Ministry of Petroleum & Natural Gas No. R- 25015/1/2007-OR-2 dated 28.5.2007 published vide S.O. 2592 dated 15.9.2007 in the Gazette of India, the Central Government makes the following amendments in the table annexed to this notification as under namely:-

**TABLE**

Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
S. No. 9	Paradip Refinery Project	Sr. Manager (Admn.), Indian Oil Corporation Ltd., Paradip Refinery, Bijaychandrapur, Paradip, Distt. Jagatsinghpur, Orissa - 754 142.	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Orissa.

Shall be Substituted as under:

Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
	Paradip Refinery Project	Sr. Human Resources Manager Indian Oil Corporation Ltd., Paradip Refinery, P.O.: Jhimani, Via-Kujang, Distt. Jagatsinghpur, Odisha - 754 141.	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Odisha.

[F.No. R-25015/1/2007-OR-I]

PAWAN KUMAR, Under Secy.

### कोयला मंत्रालय

नई दिल्ली, 9 मई, 2014

**का.आ. 1522.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि से कोयला अभिप्राप्त किए जाने की संभावना है ;

और उक्त अनुसूची में उल्लिखित भूमि के क्षेत्र के अंतर्गत आने वाले रेखांक संख्या सी-1(ई)III/जीआर/899- 0713, तारीख 31 जुलाई, 2013 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर- 440 001, महाराष्ट्र या मुख्य महाप्रबंधक (खोज प्रभाग), सेन्ट्रल माइन प्लानिंग एंड डिजाइन इन्स्टीट्यूट, गोंडवाना प्लेस, कांके रोड, रांची-834 001 या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या जिला कलक्टर, छिन्दवाड़ा, मध्यप्रदेश के कार्यालय में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति,-

(i) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या होने वाली संभावित किसी क्षति के लिये अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा

(ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिये प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिये पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा ।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पेंच क्षेत्र, पोस्ट ऑफिस परासिया, तहसील परासिया, जिल्ला छिन्दवाड़ा, मध्यप्रदेश या महाप्रबंधक (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, कोल इस्टेट, सिविल लाईन्स, नागपुर- 440 001, महाराष्ट्र को भेजेंगे ।

**अनुसूची**  
**थिसगोरा 'सी' ब्लॉक,**  
**पेंच क्षेत्र**  
**जिला - छिन्दवाड़ा ( मध्य प्रदेश )**

[रेखांक संख्या सी-1(ई)III/जीआर/899- 0713, तारीख 31 जुलाई, 2013]

**सभी अधिकार :**

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	झुरै रैय्यतवारी	32	परासिया	छिन्दवाड़ा	15.876	भाग
2.	झुरै	32	परासिया	छिन्दवाड़ा	218.295	भाग
3.	तुमड़ी	31	परासिया	छिन्दवाड़ा	204.402	भाग
4.	मोहली	27	परासिया	छिन्दवाड़ा	11.906	भाग
5.	माथनी	32	परासिया	छिन्दवाड़ा	114.931	भाग

**कुल : 565.410 हेक्टर ( लगभग ) या 1397.16 एकड़ ( लगभग )**

**सीमा वर्णन:-**

- क-ख: रेखा बिन्दु 'क' से आरंभ होती है और ग्राम झुरै से गुजरती हुई ग्राम झुरै और शासकीय वन की सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'ख' पर मिलती है ।
- ख-ग: रेखा ग्राम झुरै से गुजरती हुई ग्राम झुरै और ग्राम झुरै रैय्यतवारी की सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'ग' पर मिलती है ।
- ग-घ: रेखा ग्राम झुरै रैय्यतवारी से गुजरती हुई ग्राम झुरै रैय्यतवारी और ग्राम झुरै की सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'घ' पर मिलती है ।
- घ-ड.: रेखा ग्राम झुरै से गुजरती हुई ग्राम झुरै और ग्राम तुमड़ी की सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'ड.' पर मिलती है ।
- ड.-च: रेखा ग्राम तुमड़ी से गुजरती हुई मगरही नाला को पार करती है और पुनः ग्राम तुमड़ी से गुजरती हुई गुन्नोर नदी के किनारे से जाती हुई मगरही नाले को पार करती है और ग्राम तुमड़ी से गुजरती हुई ग्राम तुमड़ी तथा ग्राम मोहली की सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'च' पर मिलती है ।
- च-छ: रेखा ग्राम तुमड़ी और ग्राम मोहली की सम्मिलित सीमा से गुजरती हुई मोहली और ग्राम माथनी की सम्मिलित सीमा से होकर गुजरती है तथा बिन्दु 'छ' पर मिलती है ।
- छ-क: रेखा ग्राम माथनी से गुजरती हुई ग्राम माथनी और ग्राम झुरै की सम्मिलित सीमा से होकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/31/2010-पीआरआईडब्ल्यू-1]

दोमिनिक डुंगडुंग, अवर सचिव

**MINISTRY OF COAL**

New Delhi, the 9th May, 2014

**S.O. 1522.**—Whereas, it appears to the Central Government that Coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, Whereas, the plan bearing number C-1 (E)III/GR/899-0713, dated the 31 st July, 2013 of the area described in the said Schedule may be inspected at the Office of the Western Coalfields limited (Revenue Department), Coal Estate, Civil



Lines, Nagpur- 440 001, Maharashtra or at the Office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi - 834 001 or at the Office of the Coal Controller, 1 Council House Street, Kolkata - 700 001 or at the Office of the District Collector, Chhindwara, Madhya Pradesh.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from land described in the said Schedule;

Any persons interested in the land described in the Schedules may -

(i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the thereof; or

(ii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Area General Manager, Western Coalfields Limited, Pench Area, Post Office Parasia, Tahsil Parasia, District Chhindwara, Madhya Pradesh or General Manager (Land and Revenue), Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur - 440 001, Maharashtra within ninety days from the date of publication of this notification in the Official Gazette.

#### SCHEDULE

#### THESGORA 'C' BLOCK

#### PENCH AREA

#### DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan bearing number C-1(E)III/GR/899- 0713, dated 31st July, 2013]

#### All rights:

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (in hectares)	Remarks
1.	Jhurrey Raitwari	32	Parasia	Chhindwara	15.876	Part
2.	Jhurrey	32	Parasia	Chhindwara	218.295	Part
3.	Tumri	31	Parasia	Chhindwara	204.402	Part
4.	Mohli	27	Parasia	Chhindwara	11.906	Part
5.	Mathni	32	Parasia	Chhindwara	114.931	Part

**Total Area: 565.410 hectares (approximately)**

**or 1397.16 acres (approximately)**

#### Boundary description:

A-B: Line starts from Point 'A' and passes through village Jhurrey and meets on common boundary of village Jhurrey and Government forest at Point 'B'.

B-C: Line passes through village Jhurrey and meets at common boundary of villages Jhurrey and Jhurrey Raitwari at Point 'C'.

- C-D: Line passes through village Jhurrey Raitwari and meets on common boundary of villages Jhurrey Raitwari and Jhurrey at Point 'D'.
- D-E: Line passes through village Jhurrey and meets on common boundary of villages Jhurrey and Tumri at Point 'E'.
- E-F: Line passes through village Tumri, crosses the Magrahi Nallah then again passes through village Tumri and proceeds along the bank of river Gunnor then again crosses the Magrahi Nallah and passes through village Tumri and meets on common boundary of villages Tumri and Mohli at Point 'F'.
- F-G: Line along the common boundary of villages Tumri and Mohli and meets on common boundary of villages Mohli and Mathni at Point 'G'.
- G-A: Line passes through village Mathni and meets on common boundary of villages Mathni and Jhurrey at Point 'A'.

[F.No. 43015/31/2010-PRIW -I]

DOMINIC DUNG DUNG, Under Secy.

नई दिल्ली, 13 मई, 2014

**का.आ. 1523.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 13 अक्टूबर, 2012, में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3119, तारीख 8 अक्टूबर, 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में वर्णित परिक्षेत्र, जिसका माप 82.116 हेक्टर (लगभग) या 202.908 एकड़ (लगभग) की भूमि में, खनिजों के खनन, खदान, बोर करने, उनकी खुदाई और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 82.116 हेक्टर (लगभग) या 202.908 एकड़ (लगभग) माप वाली भूमि खनिजों के खनन, खदान, बोर करने, उनकी खुदाई और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाने चाहिए ;

अतः, अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 82.116 हेक्टर या 202.908 एकड़ माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या सी-1(ई)III /एफएफआर/906-0114, तारीख 13 जनवरी, 2014 का निरीक्षण कलेक्टर, बैतूल, मध्य प्रदेश के कार्यालय में या क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पाथाखेड़ा क्षेत्र, पोस्ट पाथाखेड़ा, तहसील घोड़ाडोंगरी, जिला बैतूल मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता, पिन-700 001 के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल एस्टेट, सिविल लाइन्स, नागपुर -440 001, महाराष्ट्र के कार्यालय में किया जा सकता है।

### अनुसूची

#### तावा-III अंडरग्राउंड माईन

#### पाथाखेड़ा क्षेत्र

#### जिला - बैतूल ( मध्य प्रदेश )

[रेखांक संख्या सी-1(ई)III /एफएफआर/906-0114, तारीख 13 जनवरी, 2014]

**खनन अधिकार :**

क्रम सं.	ग्राम का नाम	पटवारी सर्कल संख्या	कम्पार्ट मेंट संख्या	तहसील	जिला	भूमि का वर्णन				टिप्पणियां
						निजी भूमि	सरकारी भूमि	वन भूमि	कुल	
1.	भगोई खापा	22	—	घोड़ा डोंगरी	बैतूल	40.820	0.190	0.000	41.010	भाग
2.	गांधीग्राम	78	—	घोड़ा डोंगरी	बैतूल	11.601	3.639	0.000	15.240	भाग
3.	गांधीग्राम	78	174/2 और 11	घोड़ा डोंगरी	बैतूल	0.000	0.000	25.866	25.866	भाग
<b>कुल : 82.116 हेक्टर</b>										
<b>या 202.908 एकड़</b>										

ग्राम भोगई खापा में अर्जित किए गए प्लॉट संख्यांक :

217(भाग), सरकारी, 218(भाग), 219(भाग), 220/1(भाग), 221(भाग), 225(भाग), 226, 227, 228, 229/1 (भाग), 229/2, 229/3, 229/4, 230/1(भाग), 230/2, 230/3 (भाग), 230/4, 230/5, 232 (भाग), 233(भाग), सरकारी, 234(भाग) ।

ग्राम गांधीग्राम में अर्जित किए जाने वाले प्लॉट संख्यांक :

11(भाग) वन, 12 सरकारी, 13(भाग), 15, 17(भाग), 19(भाग), 169(भाग), 170 सरकारी, 171, 172, 173 सरकारी, 174/1 सरकारी, 174/2(भाग) वन ।

**सीमा वर्णन:—**

- क-ख-ग रेखा ग्राम भोगई खापा और ग्राम गांधीग्राम की सम्मिलित ग्राम सीमा पर बिन्दु 'क' से आरंभ होती है, फिर ग्राम गांधीग्राम में वन क्षेत्र से होकर विद्यमान तावा-III की सीमा से लगकर खसरा संख्या 11 (वन) से होकर गुजरती है फिर बिन्दु "ख" से लगकर गुजरती है और प्लाट संख्यांक 19, 17 से होकर गुजरती है फिर प्लाट संख्या 15 की बाह्य सीमा से लगकर गुजरती है फिर खसरा संख्या 11 (वन) से होकर गुजरती है और बिन्दु 'ग' पर मिलती है ।
- ग-घ रेखा ग्राम गांधीग्राम में वन क्षेत्र के खसरा संख्या 11 (वन) से होकर गुजरती है फिर प्लाट संख्या 13 से होकर गुजरती है फिर वन क्षेत्र के खसरा संख्या 11 से होकर गुजरती है फिर प्लाट संख्या 169 से होकर गुजरती है फिर वन क्षेत्र में खसरा संख्या 174/2 से होकर गुजरती है फिर रेखा खसरा संख्या 170 (सरकारी) से होकर गुजरती है फिर वन क्षेत्र के खसरा संख्या 174/2 से होकर गुजरती है और ग्राम गांधीग्राम एवं ग्राम भोगई खापा की सम्मिलित ग्राम सीमा पर बिन्दु "घ" पर मिलती है ।
- घ-ङ रेखा ग्राम गांधीग्राम एवं भोगई खापा की सम्मिलित ग्राम सीमा से लगकर गुजरती है और बिन्दु 'ङ' पर मिलती है।
- ङ-च-छ-क रेखा ग्राम भोगई खापा में प्लॉट संख्यांक 229/1, 232, 230/3, 230/1, 217 (सरकारी), 218 से होकर गुजरती है फिर बिन्दु 'च' के पास से लगकर गुजरती है फिर प्लाट संख्यांक 219, 220/1, 221, से होकर गुजरती है फिर बिन्दु 'छ' के पास से लगकर गुजरती है फिर प्लाट संख्या 225 से होकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/4/2011-पीआरआईडब्ल्यू-1]

दोमिनिक डुंगडुंग, अवर सचिव

New Delhi, the 13th May, 2014

**S.O. 1523.**—Whereas, by the notification of the Government of India in the Ministry of Coal No. S. O. 3119, dated the 8th October, 2012, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Gazette of India, Part -II, Section 3,

Sub-section (ii) dated the 13th October, 2012, the Central Government gave notice of its intention to acquire the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the land measuring 82.116 hectares (approximately) or 202.908 acres (approximately) in the locality specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And, whereas, the Central Government after considering the report aforesaid and after consulting the Government of Madhya Pradesh is satisfied that the rights to mine, quarry, bore, dig and search for win work and carry away minerals in the lands measuring 82.116 hectares (approximately) or 202.908 acres (approximately) described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for win work and carry away minerals in the lands measuring 82.116 hectares or 202.908 acres described in the Schedule appended hereto are hereby acquired.

The plan bearing number C-1 (E)III/FFR/906- 0114, dated the 13th January, 2014 of the area covered by this notification, may be inspected in the Office of the Collector, Betul, Madhya Pradesh or in the Office of the Area General Manager, Western Coalfields Limited, Pathakhera Area, Post Pathakhera, Tahsil Ghoradongri, District Betul, Madhya Pradesh or in the Office of the Coal Controller, 1, Council House Street, Kolkata, Pin 700 001 or in the Office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001, Maharashtra.

### SCHEDULE

#### TAWA - III UNDERGROUND MINE

#### PATHAKHERA AREA

#### DISTRICT BETUL, MADHYA PRADESH

[Plan bearing number C-1(E)III/FFR/906- 0114, dated the 13th January, 2014]

#### MINING RIGHTS:

Sl. No.	Name of Village	Patwari Circle Number	Compartment Number	Tahsil	District	Description of land			Total	Remarks
						Ten. land	Govt. land	Forest land		
1	Bhogai Khapa	22	-	Ghoredongri	Betul	40.820	0.190	0.000	41.010	Part
2	Gandhigram	78	-	Ghoredongri	Betul	11.601	3.639	0.000	15.240	Part
3	Gandhigram	78	174/2 and 11	Ghoredongri	Betul	0.000	0.000	25.866	25.866	Part
<p style="text-align: right;"><b>Total: 82.116 Hectares</b> <b>or</b> <b>202.908 Acres</b></p>										

Plot numbers acquired in village Bhogai Khapa :

217(P) Govt., 218(P), 219(P), 220/1(P), 221(P), 225(P), 226, 227, 228, 229/1(P), 229/2, 229/3, 229/4, 230/1 (P), 230/2, 230/3(P), 230/4, 230/5, 232(P), 233(P) Govt., 234(P).

Plot numbers acquired in village Gandhigram :

11(P) Forest, 12 Govt., 13(P), 15, 17(P), 19(P), 169(P), 170 Govt., 171, 172, 173 Govt., 174/1 Govt., 174/2 (P) Forest.

## Boundary description:

- A-B-C : Line starts from Point 'A' on common village boundary of villages Bhogai Khapa and Gandhigram, then passes in village Gandhigram along the Existing Tawa - III Mine boundary through forest area's Khasra No. 11 (Forest), then passes nearby Point 'B' and passes through plot numbers 19, 17 then passes along the outer boundary of plot number 15 then passes through Khasra number 11 (Forest) and meets at Point 'C'.
- C-D : Line passes in Gandhigram through Khasra No. 11 of forest area then passes through plot number 13, then passes through Khasra number 11 of forest area, then passes through plot number 169, then passes through Khasra number 174/2 of forest area, then passes through Khasra number 170 (Govt.), then passes through Khasra No. 174/2 of forest area and meets at Point 'D' on common village boundary of villages Gandhigram and Bhogai Khapa.
- D-E : Line passes along with the common village boundary of villages Gandhigram and Bhogai Khapa and meets at Point 'E'.
- E-F-G-A : Line passes in village Bhogai Khapa through plot numbers 229/1, 232, 230/3, 230/1, 217 (Govt.), 218, then passes nearby Point 'F', then passes through plot numbers 219, 220/1, 221, then passes nearby Point 'G', then passes through plot number 225 and meets at starting Point 'A'.

[ F.No. 43015/4/2011- PRIW- I ]

DOMINIC DUNGUNG, Under Secy.

नई दिल्ली, 13 मई, 2014

**का.आ. 1524.**—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है ;

और उक्त अनुसूची में वर्णित भूमि के अंतर्गत आने वाले क्षेत्र के व्यौरे रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/449, तारीख 15 नवम्बर, 2013 का निरीक्षण कलेक्टर, जिला कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्जसिल हाऊस स्ट्रीट, कोलकाता- 700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है ;

उपर्युक्त वर्णित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) से -

(i) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या संभाव्य होने वाली किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; या

(ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) अधीन पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के संबंध में प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिये पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा ।

## अनुसूची

रिसदी-सोनपुरी ब्लॉक, कुसमुण्डा क्षेत्र,

जिला - कोरबा ( छत्तीसगढ़ )

[ रेखांक संख्या - एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/449, तारीख 15 नवम्बर, 2013 ]

(पूर्वोक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

## (क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	ग्राम संख्या	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में (लगभग)	टिप्पणी
1.	अमगांव	95	23	कटघोरा	कोरबा	107.798	पूर्ण
2.	चुरैल	93	21	कटघोरा	कोरबा	119.235	पूर्ण
3.	खोडरी	92	21	कटघोरा	कोरबा	103.335	पूर्ण
4.	खैरभावना	121	22	कटघोरा	कोरबा	199.340	पूर्ण
5.	गेवरा	91	20	कटघोरा	कोरबा	448.939	भाग
कुल : 978.647 हेक्टर ( लगभग ) या 2418.23 एकड़ ( लगभग )							

## (ख) राजस्व वन भूमि ( सीजेजे/बीजेजे ) :

क्रम सं.	ग्राम का नाम	ग्राम संख्या	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में (लगभग)	टिप्पणी
1.	खोडरी	92	21	कटघोरा	कोरबा	17.709	पूर्ण
2.	गेवरा	91	20	कटघोरा	कोरबा	131.226	भाग
कुल:148.935 हेक्टर ( लगभग ) या 368.02 एकड़ ( लगभग )							
कुल योग ( क+ख ) : 1127.582 हेक्टर ( लगभग )							
या 2786.25 एकड़ ( लगभग )							

## सीमा वर्णन:-

## ब्लाक -I:

- क-ख: रेखा “क” बिन्दु से आरंभ होती है और ग्राम गेवरा-नरईबोध के सम्मिलित सीमा, ग्राम गेवरा के उत्तरी भाग, ग्राम गेवरा-बरपाली, खोडरी-बरपाली के सम्मिलित सीमा से होती हुई बिन्दु “ख” पर मिलती है ।
- ख-ग: रेखा “ख” बिन्दु से आरंभ होती है और ग्राम खोडरी-दुरपा, चुरैल-रिसदी, अमगांव-रिसदी के सम्मिलित सीमा, ग्राम अमगांव-जपेली के भागतः सम्मिलित सीमा से होती हुई बिन्दु “ग” पर मिलती है ।
- ग-घ: रेखा “ग” बिन्दु से आरंभ होती है और ग्राम अमगांव-बाटा, चुरैल-बाटा के सम्मिलित सीमा से होती हुई बिन्दु “घ” पर मिलती है ।

घ-क: रेखा “घ” बिन्दु से आरंभ होती है और ग्राम चुरैल-सीरबीदा, चुरैल-पंडरीपानी, खोडरी-पंडरीपानी, गोवरा-पंडरीपानी के सम्मिलित सीमा से होती हुई आरंभिक बिन्दु “क” पर मिलती है ।

**ब्लाक -II:**

ड.-च: रेखा “ड.” बिन्दु से आरंभ होती है और ग्राम खैरभावना-पडनीया के सम्मिलित सीमा से होती हुई बिन्दु “च” पर मिलती है ।

च-छ: रेखा “च” बिन्दु से आरंभ होती है और ग्राम खैरभावना-सोनपुरी के सम्मिलित सीमा से होती हुई बिन्दु “छ” पर मिलती है ।

छ-ड: रेखा “छ” बिन्दु से आरंभ होती है और ग्राम खैरभावना-कनबेरी के सम्मिलित सीमा से होती हुई आरंभिक बिन्दु “ड.” पर मिलती है ।

[ फा. सं. 43015/15/2013-पीआरआईडब्ल्यू-1 ]

दोमिनिक डुंगडुंग, अवर सचिव

New Delhi, the 13th May, 2014

**S.O. 1524.**—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number SECL/BSP/GM (PLG)/LAND/449, dated the 15th November, 2013 containing details of the area of land described in the said Schedule may be inspected at the office of the Collector, District Korba (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule;

Any person interested in the land described in the above mentioned Schedule may-

(i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of Section 4 thereof; or

(ii) claim compensation under sub-section (1) of Section 13 of the said Act, in respect of prospecting licence ceasing to have effect or under sub-section (4) of Section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of Section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification in the Official Gazette.

**SCHEDULE**

**Risdi-Sonpuri Block, Kusmunda Area**

**District- Korba (Chhattisgarh)**

(Plan bearing number SECL/BSP/GM (PLG)/Land/ 449, dated the 15th November, 2013)

(Showing the land notified for prospecting).



**A. REVENUE LAND:**

Sl. no.	Name of village	Village number	Patwari Halka number	Tahsil	District	Area in hectares (approximately)	Remarks
1.	Amgaon	95	23	Katghora	Korba	107.798	Full
2.	Churail	93	21	Katghora	Korba	119.235	Full
3.	Khodri	92	21	Katghora	Korba	103.335	Full
4.	Khairbhawna	121	22	Katghora	Korba	199.340	Full
5.	Gevra	91	20	Katghora	Korba	448.939	Part
<b>Total:- 978.647 hectares (approximately) or 2418.23 acres (approximately)</b>							

**B. REVENUE FOREST LAND (CJJ/BJJ) :**

Sl. no.	Name of village	Village number	Patwari Halka number	Tahsil	District	Area in hectares (approximately)	Remarks
1.	Khodri	92	21	Katghora	Korba	17.709	Full
2.	Gevra	91	20	Katghora	Korba	131.226	Part
<b>Total:- 148.935 hectares (approximately) or 368.02 acres (approximately)</b>							
<b>Grant Total (A+B) = 1127.582 hectares (approximately) or 2786.25 acres (approximately)</b>							

**BOUNDARY DESCRIPTION:****Block-I:**

- A-B Line starts from point 'A' and passes along common boundary of villages Geora- Naraibodh, through northern part of village Geora, along common boundary of villages Geora-Barpali, Khodri-Barpali and meets at point "B".
- B-C Line starts from point 'B' and passes along common boundary of villages Khodri-Durpa, Churail-Risdi, Amgaon-Risdi, partly common boundary of villages Amgaon-Japeli and meets at point "C".
- C-D Line starts from point 'C' and passes along common boundary of villages Amgaon-Bata, Churail-Bata and meets at Point "D".
- D-A Line starts from point 'D' and passes along common boundary of villages Churail- Sirbida, Churail-Pandripani, Khodri-Pandripani, Geora-Pandripani and meets at starting Point "A".

**Block-II:**

- E-F Line starts from point 'E' and passes along common boundary of villages Khairbhawna- Padania and meets at point "F".
- F-G Line starts from point 'F' and passes along common boundary of villages Khairbhawna-Sonpuri and meets at Point "G".
- GE Line starts from point 'G' and passes along common boundary of villages Khairbhawna-Kanberi and meets at starting Point "E".

[ F. No. 43015/15/2013- PRIW- I ]

DOMINIC DUNG DUNG, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 6 मई, 2014

**का.आ. 1525.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा बीएसएनएल, हजारीबाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 28 ऑफ 2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5/5/2014 को प्राप्त हुआ था।

[सं. एल-40011/24/2010-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 6th May, 2014

**S.O. 1525.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 28 of 2011) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSNL, Hazaribagh and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-40011/24/2010-IR(DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)  
OF I.D. ACT, 1947

**Ref. No. 28 of 2011**

Employers in relation to the management of BSNL,  
Hazaribagh

**AND**

Their workmen.

**PRESENT :**

Sri Ranjan Kumar Saran, Presiding Officer

**APPEARANCES:**

For the Employers : Sri S. Prasad, Advocate

For the workman : Sri R.R. Ram, Rep.

State : Jharkhand Industry : Telecom

Dated 15/4/2014

**AWARD**

By Order No.L-40011/24/2010-IR(DU), dated.25/04/  
2011, the Central Government in the Ministry of Labour

has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :—

**SCHEDULE**

“Whether the action of the management of Bharat Sanchar Nigam Limited, Giridih in not providing employment to Shri Jitendra Pandit the dependant son of Late Bishwanath Ram is fair and justified? What relief Shri Jitendra Pandit the dependent son of Late Bishwanath Ram is entitled to?”

2. The case is received from the Ministry of Labour on 16.05.2011. After notice, both parties appeared, the Sponsoring Union files their written statement on 14.06.2011. Thereafter the management files written statement-cum-rejoinder on 23.11.2012.

3. The short point involved in this reference case is whether the applicant who is the dependent of the deceased workman who died while in service to get appointment under compassionate appointment scheme. It is submitted by the applicant that, after the death of his father his family is in harness and he be given employment on compassionate ground .

4. On the other hand it is submitted by the learned counsel of the management is that the workman does not come under the guide lines of the BSNL to be given compassionate employment and files the annexure to the counter which has been prepared and taken as per DOPT guide lines.

5. Sri Rabi Kant Prasad (MW-1) stated in chief that the guideline for compassionate appointment was issued on 27.06.2007 by corporate office of the BSNL but in the cross examination he stated that this rule is enforced in Sept. 2007. Now it is proved that the weightage point system is enforce in BSNL from Sept. 2007 he is also submitted in his evidence that the workman died on 14.10.2004 and he files the application on 04.03.2005 alongwith death certificate but without another annexure.

6. On Scrutiny of the same, it is seen that for Schedule Tribe different standard i.e liberal attitude is taken than that of others. Present workman is in OBC category he should be shown liberal attitude. But this sort of discriminatory attitude for workman is not warranted.

7. On the light of the evidence of the management, the guideline is enforced in Sept. 2007 and the deceased workman was died on 14.10.2004 and he also filed the petition on 04.03.2005. Therefore in this case the applicant's application should be considered without giving weightage to subsequent Rules as the workman applied for job much before and that was not considered by the management promptly.

8. Considering the facts and circumstance of this case, I hold that the action of the management of Bharat Sanchar Nigam Limited, Giridih in not providing employment to Shri Jitendra Pandit the dependant son of Late Bishwanath Ram is not fair. Hence the applicant be given compassionate appointment in place of his deceased father within one month from the date of publication of the award in the gazette, as death of a earning member gives untold tragedy to a family.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 6 मई, 2014

**का.आ. 1526.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिससेस एंड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, के पंचाट (संदर्भ संख्या 28/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5/5/2014 को प्राप्त हुआ था।

[सं. एल-40012/88/2010-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 6th May, 2014

**S.O. 1526.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 28/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Superintendent of Post Offices and Others and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-40012/88/2010-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 21st April, 2014

#### PRESENT:

K. P. PRASANNA KUMARI, Presiding Officer

#### Industrial Dispute No. 28/2011

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Senior Superintendent of Post Offices and their workman.]

#### BETWEEN

Sri S. Raja : 1st Party/Petitioner

#### AND

1. The Superintendent of Post Offices  
D/o Post, Dindigul Division  
Dindigul-624001 ...2nd Party/1st Respondent
2. The Senior Superintendent of Post Offices  
D/o Post, Kovilpatti Division (ADA)  
Kovilpatti-628501 ...2nd Party/2nd Respondent

#### APPEARANCE:

For the 1st Party/Petitioner : M/s R.  
Malaichamy,  
Advocate

For the 1st & 2nd Party/  
Management : Sri B. Sekar,  
CGSC

#### AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40012/88/2010-IR(DU) dated 28.03.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Senior Superintendent of Post Offices, Kovilpatti Division and Superintendent of Post Offices, Dindigul in terminating the services of their workman Sri S. Raja w.e.f. 28.02.2007 is legal and justified? What relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 28/2011 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed Claim and Counter Statement respectively. The petitioner has filed a rejoinder after the Counter Statement was filed.

3. The petitioner has examined himself and also marked three documents on his side. Documents were marked on the side of the Respondent also. However, in spite of repeated postings, the petitioner and counsel has been absent continuously. There was no representation for the Respondent also. The petitioner seems to be not interested in pursuing the case. In the absence of the parties this Tribunal is not in a position to adjudicate the case. Therefore, the ID is only to be closed.

4. In the result the ID is closed. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st April, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

**Witnesses Examined :**

For the 1st Party/Petitioner : None

For the 2nd Party/ : None

1st and 2nd Management

(Monday the 31st day of March, 2014/10th Chaitra, 1936)

**ID 7/2010**

Union/Workman : The District Secretary, BSNL  
Casual Contract Labours Union  
Palakkad District Committee,  
Palakkad  
By Adv. Shri M R Sudheendran

**Documents Marked :****On the Petitioner's side**

Ex.No.	Date	Description
	Nil	

Management : The Chief General Manager,  
BSNL, Kerala Circle, Trivandrum  
By Adv. Shri Saji Varghese

**On the Management's side**

Ex.No.	Date	Description
	Nil	

This case coming up for final hearing on 28.03.2014 and this Tribunal-cum-Labour Court on 31.03.2014 passed the following:

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India/Ministry of Labour vide Order No-L-40012/27/2009-IR(DU) dated 30.11.2009 referred this industrial dispute for adjudication to this tribunal.

**2. The dispute is :**

“Whether the action of the management of Chief General Manager, BSNL, Kerala Circle, Trivandrum, in terminating the services of Shri V Chellamani w.e.f.12.06.2008 is legal and justified? If not, what relief the workman is entitled to?”

3. BSNL Casual Contract Labourers Union raised this industrial dispute as to the alleged termination of service of the workman Shri V Chellamani. After appearance before this tribunal union filed claim statement alleging that the workman was engaged as a full time casual labourer in the Telecom Department during the period from 1984 to 1989 for various works under the supervision of the departmental officers in different telephone exchanges in the Palakkad SSA. There was no uniform procedure in the matter of engaging casual labourers in the Telecom Department. The Central Administrative Tribunal, Ernakulam Bench by order dated 20.12.1994 in OA No.1402/93 directed the Department to maintain a panel of casual employees from which employees to be chosen for engagement. The casual employees who were engaged were directed to be included in the panel. The workman had submitted application enclosing all the relevant records for inclusion in the panel. But he was not empanelled. His representations for regularisation were not considered. The workman continued to be engaged in the Telecom Department which is now the BSNL. There existed master servant relationship between the workman and the BSNL and he was working for more than 240 days

नई दिल्ली, 6 मई, 2014

**का.आ. 1527.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा चीफ जनरल मैनेजर, बीएसएनएल, केरला सर्कल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्णाकुलम, के पंचाट (संदर्भ संख्या 7/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5/5/2014 को प्राप्त हुआ था।

[सं. एल-40012/27/2009-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 6th May, 2014

**S.O. 1527.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 7/2010) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief General Manager, BSNL, Kerala Circle and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-40012/27/2009-IR(DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

**PRESENT :**

Shri D. Sreevallabhan, B.Sc., LL.B, Presiding Officer

in every year of his engagement. The work was of perennial nature. The workman was not paid pro-rata wages. As he was not regularized he filed WP(C) No. 36078/2005 before the Hon'ble High Court of Kerala and the same was disposed of by judgment dated 06.07.2007 with a direction to move the appropriate authorities. While so services of the workman was orally terminated w.e.f. 29.06.2009 without notice and without following the procedure established by law. Hence he may be directed to be reinstated and be regularized in service with retrospective effect paying pro-rata wages to him as applicable to Group D employees.

4. Management filed written statement contending that the union in this case is not a union of the workmen of the BSNL and has no right to espouse the dispute. The reference is incompetent and invalid. The Department of Telecom was a Department of the Govt. of India and hence it is not an industry as defined in the Industrial Disputes Act. BSNL was formed on 01.10.2000 and it is a company owned by the Govt. of India. The allegation that the workman was not engaged in the Telecom Department is denied. He was never been an employee of the BSNL. In the Department of telecom the engagement of casual labourers was prohibited from 1985 and the same practice was continued even after the formation of BSNL. There was no master and servant relationship between the workman and the BSNL. It is incorrect to say that he had worked for more than 240 days in every year of engagement. He has not worked as a casual worker under the BSNL and was not paid by the BSNL. The work is not of a perennial nature as alleged in the claim statement. The workman is not entitled to the wages of Group D employees or for regularisation. The allegation that the service of the workman was orally terminated w.e.f. 29.06.2009 without following the requisite procedure is incorrect. As he was not engaged by the BSNL there is no question of any termination. The workman is not entitled to reinstatement or regularisation or for any other relief as claimed by him.

5. Union filed rejoinder denying the contentions in the written statement and reaffirming the allegations in the claim statement.

6. Both sides adduced evidence, oral and documentary. From the side of the union two witnesses were examined as WW1 and WW2 and Exbts.W1 to W12 were got marked. On the side of the management one witness was examined as MW1 and Exbts. M1 to M11 were marked.

7. The points for determination are:-

- (i) Whether the union in this case is competent to raise the dispute?
- (ii) Whether the Department of Telecom is an industry coming within the purview of ID Act?

- (iii) Whether the workman was engaged by the Telecom Department or BSNL at any time and whether there was continuous engagement for a period of 240 days in the twelve months preceding the date of termination?
- (iv) Whether the action of the management in terminating his services is legal and justified?
- (v) What relief, if any, he is entitled to?

8. **Point No. 1 :** BSNL Casual Contract Labourers Union is the union which espoused this industrial dispute. It is a union of the casual labourers of the BSNL. The contention that they being casual labourers cannot be treated as workmen of the BSNL and that the union not being a recognized union the industrial dispute cannot be espoused by such union or workmen cannot be accepted. A casual worker even if he be engaged through agency including a contractor then also he is to be treated as a workman in view of the definition of industry in Section 2(j) of the Industrial Disputes Act, 1947. The union of such labourers even if not recognized by the management has the right to raise the industrial dispute. There is nothing in the Industrial Disputes Act, which requires that a dispute to be an industrial dispute should be raised by a recognized union or a majority union. It would suffice if there is controversy between the employer on the one side and the workmen on the other. It is not even necessary that a registered body should raise the dispute. Once it is shown that a batch of workmen either acting through their union or otherwise has sponsored the dispute it becomes an industrial dispute. In the decision reported in Workmen of M/s. Dharam Pal Prem Chand (Sangandhi) Vs. M/s. Dharam Pal Prem Chand (Sangandhi) AIR 1966 SC 182 the Hon'ble Supreme Court enunciated the following principles :

- “(a) Notwithstanding the width of the words used by the Act in defining an ‘industrial dispute’, in order to become an industrial dispute, the dispute should have been raised by a union or in the absence of a union by a member of workmen.
- (b) a union may raise a valid dispute though it may be a minority union of the workmen of the establishment.
- (c) if there is no union of workmen in an establishment, a group of employees can raise the dispute in which case the dispute becomes an industrial dispute even though it is a dispute relating to an individual workman.
- (d) where the workmen of an establishment have no union of their own and some or all of them have joined another union of another establishment, belonging to the same industry that union can validly raise an industrial dispute on behalf of the workmen of the establishment”.



9. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union for the dispute becoming a valid industrial dispute.

10. At the time of argument learned counsel for the management was also fair enough to concede that the union in this case is competent to espouse the industrial dispute. Nothing is stated in the proof affidavit of MW1 about the incompetency of the union in this case to raise the industrial dispute. Hence I find that the union in this case is competent to raise this industrial dispute.

11. **Point No. II :** The contention in the written statement that the Department of Telecom is not an industry coming within the purview of the definition of industry in the Industrial Disputes Act is wholly unsustainable in view of the decision reported in General Manager, Telecom Vs. S. Srinivasa Rao and Others AIR 1998 SC 656. Therein it was held that the Telecom Department of union of India is engaged in commercial activity and is not discharging any sovereign functions of State and hence it is an industry coming within the definition of “industry” in Section 2(j) of the Industrial Disputes Act. Hence it can very well be held that Department of Telecom is an industry as defined under Section 2(j) of the Industrial Disputes Act.

12. **Point Nos. III & IV :** It is the case of the union that the workman was engaged by the Department of Telecom as a full time casual labourer from 1984 onwards and he had continuously worked for more than 240 days in every year of his engagement. After denying the allegations in the claim statement as to his engagement it is contended by the management in the written statement that he was never been engaged as a casual labourer by the BSNL and hence there exists no master and servant relationship. It is not specifically contended by the management that he was not engaged by the Telecom Department as a casual labourer at any time. The allegations in the claim statement as to his engagement by the Telecom Department are denied in the written statement without raising any specific contention as to the denial of engagement of the workman by the Telecom Department.

13. In order to prove that he was engaged by the Telecom Department there is documentary evidence apart from the testimony of the workman as PW1. Ext.W1 is a certificate stated to have been issued by the Junior Telecom Officer, Vadakkanchery who was examined as MW1. The certificate is dated 15.03.1989. It is seen that it was signed by Shri K Balakrishnan-II, LMP, Puthucode. It is certified that the workman worked for 1300 days in the Sub-Division, during the period from 1985 March to 1989 March under him for Line work. It is seen to have been countersigned by the Junior Telecom Officer, Vadakkanchery with his official seal. The genuineness of Exbt.W1 is questioned by the management stating that it is a fabricated one. Since it bears the office seal and signature the burden is on the

management to prove that it is not a genuine one. Even though it bears the signature of Shri K. Balakrishnan-II he was not cited or examined as a witness in this case to prove that it is not his signature. It cannot easily be said to be a fabricated one based merely on the version given by MW1 in view of the proved facts and circumstances in this case. MW1 has stated that it was not signed by him. That by itself is not sufficient to say that it does not bear his signature in view of the office seal and the resemblance of the signature in it when compared with his signature in his deposition. In his deposition MW1 has stated that the Junior Telecom Officer has no authority to issue such a certificate. It is not proved by producing any documentary evidence. For that reason it cannot be said that it was not issued to the workman and is a fabricated one.

14. Exbt.W5 is another certificate stated to have been issued by the Sub-Divisional Engineer, Phones, Alathur certifying that the workman had been working in Alathur Telecom Division for the last 5 years and is very proficient in cable faults attending and joining works. It is dated 20.11.2002. It bears the signature and the office seal of the Sub-Divisional Engineer. It has come out in evidence that it was issued by one Prasad. He was not examined as a witness from the side of the management to prove that it is not a genuine one. Instead Ext.M5 explanation stated to have been given by him to MW1 stating that it was not signed by him though there is close resemblance in the signature was produced to challenge its genuineness. No explanation was offered by the management for his non-examination. It cannot in any way be said that Ext.W5 is not a genuine one without his examination as a witness before this tribunal. Ext.W5 can be relied on to prove that the workman was engaged by the BSNL as it is seen issued after the formation of BSNL.

15. Reliance was placed on Ext.W3 by the union to satisfy that the workman was employed by the Telecom Department. It is the copy of the Order dated 20.04.1999 with regard to the rejection of the applications for empanelment submitted by several persons including the workman in this case. His application was rejected for the reason that the attested copies of certificate of engagement issued by the competent gazetted officer were not submitted along with the application. Learned counsel for the union has submitted that it can be seen from Ext.W3 that his application was not rejected for the reason that he was not engaged by the management as in the case of the rejection of some other applications. It can also be accepted as a reason to place reliance on Ext.W3 to support the case of the union that the workman was engaged by the Telecom Department.

16. Ext.W2 letter dated 04.05.1991 is also relied on by the learned counsel for the union to satisfy that the workman was engaged as a casual mazdoor in the

Department of Telecom. It is a reply letter addressed to the workman by the SDO Telegraphs, Palakkad wherein it is stated that he was not employed under his instruction but by the concerned officers made mention of in the records submitted along with his representation dated 26.04.1991. It will also throw some light over the case put forward by the union as to his engagement when construed in the light of the other evidence in this case.

17. Exts.W9 to W12 were produced in this case by the union to prove that the workman received articles from the Alathoor SSA store of the BSNL. Those are store requisition slips wherein the name of the workman is seen written. There is inconsistent version with regard to the receipt of the same by the workman. It is not from proper custody. Different versions were given by WW1 as to how he got those store requisition slips. Hence not much reliance can be placed on those documents to prove the case as to his engagement by the BSNL.

18. There is evidence in this case to prove that the workman was engaged by the Telecom Department as well as by the BSNL. There was a futile attempt on the part of the management to disprove the case as to his engagement through the production of Exts.M1 to M4. Ext.M1 is the copy of the letter dated 25.03.2003 inviting attention of the ban on account of engagement of casual labourers w.e.f.22.06.1988 and informing that there would not be any illegal engagement of casual labourers. Ext.M1 itself may go to show that there was engagement of casual labourers even after the ban w.e.f.26.02.1988. Exts.M2 to M4 were produced to satisfy that certain works were given on contract basis by the BSNL. Exts.M1 to M4 cannot in any way be sufficient to hold that the workman in this case was not engaged by the Telecom Department or by the BSNL after its formation.

19. Workman has succeeded in proving that he was engaged by the Telecom Department as well as by the BSNL earlier. In order to prove that there was illegal termination he must also prove that there was continuous engagement for 240 days in the year preceding to the date of termination. The burden is on him to prove that he had in fact worked for 240 days in the year preceding to the date of termination. In the decision reported in Range Forest Officer Vs. S T Hadimani (2002) 3 SCC 25 it was held by the Apex Court that the claimant is to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Unless it is proved he is not entitled to claim the benefit under Section 25F of the Industrial Disputes Act, 1947.

20. In Surendranagar Panchayat and another Vs. Jethabhai Pitamberbhai 2005(107) FLR 1145(SC) Hon'ble Apex Court held that where the workman failed to prove that he had been in employment with the employer for a period of 240 days uninterruptedly he is not entitled to protection in compliance of Section 25F of the Industrial

Disputes Act, 1947. It was also held that the scope of the enquiry was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purposes of Section 25F of the said Act. In that decision it was observed :

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination”.

21. Learned counsel for the management has placed reliance on the decisions reported in Rajasthan State Ganga Nagar S. Mills Ltd. Vs. State of Rajasthan and another (2004) 8 SCC 161 and Batela Coop. Sugar Mills Ltd. Vs. Sowaran Singh (2005) 8 SCC 481 in support of his argument that it is for the workman to adduce evidence apart from examining himself or filing an affidavit to show that he has worked with employer for 240 days preceding the date of termination.

22. Here in this case it is difficult to enter into a finding that he had worked for 240 days in the year preceding to his date of termination. The justifiability of the action of the management in terminating his services w.e.f.12.06.2008 is legal and justified is to be considered as per the reference. Neither in the claim statement nor in the evidence there is no case that the date of termination of service was on 12.06.2008. In it the allegation is that his service was orally terminated w.e.f.29.06.2009. In the proof affidavit of WW1 it is averred that his service has been orally terminated w.e.f.12.06.2010. During his cross-examination also it was stated by him that his service was terminated on 12.06.2010. There is no consistent case for him with regard to his termination from service. There is no evidence in this case to prove that he had worked for 240 days in the year preceding his date of termination. The case put forward by him in the claim statement as to date of termination is not supported by any evidence. It is not in consonance with the date of termination given in the reference order. There is no documentary evidence in this case to prove the date of termination or that he was in continuous service of 240 days preceding the date of termination. During his cross examination it was stated by him that it is not correct to say that he had worked for 240 days in a year. Union has miserably failed to prove that the workman was in continuous service for 240 days preceding the date of termination. Hence it is not necessary to comply with the procedure under Section 25F of the Industrial Disputes Act, 1947 for the termination of his service. Even if his service was terminated w.e.f.12.06.2008 it can only be held that it is legal and justifiable.



23. **Point No. 5** : As it has not been proved that there was illegal termination of the service of the workman he is not entitled to any relief.

The Award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of March, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

##### Witness for the Workman

WW1 - 10.10.2011 Shri Chellamani  
WW2 - 19.11.2012 Shri Babu Varkey

##### Witness for the Management

MW1 - 29.05.2012 Shri K. Balakrishnan

##### Exhibits for the Workman

W1 - Certificate dated 15.03.1989 issued by JTO, Vadakanchery  
W2 - Letter No.E-10/91-92/89 dated 04.05.1991 issued by the SDO Telegraphs, Palakkad  
W3 - Order No.OA-1108/98-PGT/1999-2000/25 dated 20.04.1999 issued by the Assistant General Manager (Administration), Telecom, Palakkad  
W4 - Copy of Order in OA 1241/1999 dated 09.11.1999 of the Central Administrative Tribunal, Ernakulam Bench  
W5 - Certificate dated 20.11.2002 issued by Sub-Divisional Engineer, Phones, Alathur  
W6 - Copy of the representation dated 02.09.2003 submitted by the workman to the General Manager, BSNL, Telecom, Palakkad  
W7 - Certified copy of the judgment dated 06.07.2007 in WP(C) No.36078/2005(T) of the Hon'ble High Court of Kerala, Ernakulam  
W8 - Work order slip No.SF 7002164B dated 23.04.2007  
W8(a) - Work order slip No.SF 7002395 dated 07.09.2007  
W8(b) - Work order slip No.NP7011503 dated 24.05.2007

W8(c) - Work order slip No.ZP7007324 dated 02.08.2007  
W8(d) - Work order slip No.SF7002321 dated 06.07.2007  
W8(e) - Work order slip No.SF 7002216 dated 21.05.2007  
W8(f) - Work order slip No.NP7011523 dated 02.06.2007  
W9 - Store requisition slip dated 22.02.2002  
W10 - Store requisition slip dated 03.05.2002  
W11 - Store requisition slip dated 11.05.2002  
W12 - Store requisition slip dated 06.07.2002

##### Exhibits for the Management

M1 - Copy of letter No.TFC/ST II/63-1/2000/Rlgs/Pt.I dated 25.03.2003 issued by the General Manager(TS), BSNL  
M2 - Copy of Agreement dated 22.11.2002 between BSNL and contractor Shri O V Mathew  
M3 - Copy of Agreement dated 15.01.2003 between BSNL and contractor Shri K J Chacko  
M4 - Copy of Agreement dated 14.08.2006 between BSNL and contractor Shri E K Moideen Koya  
M5 - Copy of the letter dated 30.09.2011 addressed to the Assistant General Manager (admn), O/o the GMT, Palakkad by Shri T Prasad  
M6 - Copy of page No.6 of the Stock Register for stores of the management for the year 2002  
M7 - Copy of page No.29 of the Stock Register for stores of the management for the year 2002  
M8 - Copy of page No.89 of the Stock Register for stores of the management for the year 2002  
M9 - Copy of page No.104 of the Stock Register for stores of the management for the year 2002

- M10 - Copy of page No.114 of the Stock Register for stores of the management for the year 2002
- M11 - Copy of page No.149 of the Stock Register for stores of the management for the year 2002

नई दिल्ली, 6 मई, 2014

**का.आ. 1528.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा सुपरिन्टेन्डेन्ट ऑफ पोस्ट सुपरिन्टेन्डेन्ट ऑफ पोस्ट ओम्फिसेस, बेल्लारी डिवीजन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 126/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 5/5/2014 को प्राप्त हुआ था।

[सं. एल-40011/21/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 6th May, 2014

**S.O. 1528.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 126/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Superintendent of Post Offices, Bellary Division and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-40011/21/200-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 22nd April, 2014

#### PRESENT :

Shri S. N. NAVALGUND, Presiding Officer

**C R No. 126/2007**

#### I Party

- Smt. Shanthamma,  
W/o Sh. Thimappa,  
Opp. P & T Staff Quarters,  
Cant, Bellary

#### II Party

The Superintendent  
of Post Offices,  
Department of Posts,  
Bellary Division,  
Fort, Bellary

- Shri ARM Ismail, General  
Secretary, AITUC,  
Bellary Dist., Council,  
Saptgiri Complex,  
K C Road, Bellary

#### APPEARANCES :

I Party : Shri Muralidhara, Advocate

II Party : Shri K. Prakash Rao, Advocate

#### AWARD

1. The Central Government vide order No. L-40011/21/2007-IR(DU) dated 03.09.2007 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

#### SCHEDULE

“Whether the demand of the All India Trade Union Congress for regularisation of services of Smt. Shanthamma is legal and justified? If yes, to what relief the workman is entitled to and from which date?”

2. Pursuant to the notices issued to both sides they entered their appearances through their respective advocate and I party filed claim statement on 09.02.2007 whereas II party its counter statement on 25.02.2007. The I party claims in the claim statement that Smt. Shanthamma was appointed by the II party as Sweeper w.e.f. 07.05.1985 on consolidated wages and she was removed from service w.e.f. 01.10.1991 without assigning any reasons but she was asked to do the same work of sweeping on a daily wage basis. Aggrieved by the same she filed Original Application No. 10193 before the Central Administrative Tribunal, Bangalore and as the same came to be disposed off on 20.01.1994 with a direction to the II party to ensure that the next suitable vacancy was offered to her and thereafter II party engaged her as part time contingent employee instead of honouring the verdict of the Central Administrative Tribunal, Bangalore to employ her against next vacancy in spite of her number of representations from time to time to higher authorities seeking regularisation of service as also for granting better wages and other statutory benefits. It is further alleged that her total wages as on July 2006 was Rs. 797.00 for doing gardening work and Rs. 398.00 for doing sweeping which is far below the statutory wages. It is further alleged that her repeated appeals to regularise her service failed she approached the Labour and conciliation officer through AITUC seeking intervention and as he submitted failure report it resulted in this reference. With these allegations it is prayed for direction to the II party to regularisation of her services

from the date on which a vacancy arose as per the orders of the Central Administrative Tribunal, Bangalore.

3. The II party in its counter statement contending that it engaged the services of the I Party to carry out the contingent work such as sweeping, water carrying, garden work for a period of 30 minutes/1 hour and paid wages as per the supreme court order and as the contingent post came to be abolished w.e.f. 01.10.1991, thereafter her services was taken for sweeping and gardening at its division office paying as per work load of one hour as such she is not entitle either for regularisation or absorption in any cadre. It is further contended that there is no provision for absorbing daily wage workers as Gramina Dak Sewak (GDS) even in Group D Employment without any qualification and any amount of length of service as contingent worker or casual worker being criteria to consider the appointment hence the question of violation of minimum wages act as alleged has no legal relevancy. It is also contended the Hon'ble Supreme Court in plethora of decisions having expressed the II party is not an industry this reference is also not maintainable.

4. After close of the pleadings when the I party was called upon to lead evidence substantiating its claim for regularisation of services of Smt. Shantamma its learned advocate while filing the affidavit of Smt. Shantamma the workman covered in the reference examining her on oath as WW 1 got exhibited copy of her representation dated 02.02.1998; letters of II party addressed to her dated 13.02.1998, 23.02.1999; copy of her petition to ALC(C), Bellary dated 06.07.1999; reply by Supdt. Of Post Office to ALC(C), Bellary dated 02.08.1999; Conciliation Petition given by her to ALC(C), Bellary dated 13.01.2000, Order of the Supdt. Of post Office, Bellary dated 01.07.2002; copy of her three letters to Supdt. Of Post Offices, Bellary Division, dated 17.07.2002, 17.07.2002, 17.07.2004; copy of reply received by her from Supdt. Of post Office dated 14.07.2006 and 05.12.2006 as Ex W-1 to Ex W-12 respectively. Interalia, the learned advocate appearing for the II party while filing the affidavit of Sh. V Srinivasulu, Superintendent of Post Office, Bellary examining him on oath as MW 1 got exhibited Photostat copies of Appointment Order issued to the I party dated 10.06.1985; Memo regarding abolition of the post of Contingent Sweeper dated 04.09.1991; Order appointing Smt. Shanthamma as Contingent Gardener, Bellary dated 10.11.1992; Direction letter by Assistant Director (SR), to NK Region dated 04.08.2005 and Letter of direction of Superintendent of Post Offices, Bellary Division, Bellary dated 01.06.2011 regarding drawing of allowances pertaining to I party as Ex M-1 to Ex M-5 respectively.

5. With the above pleadings and evidence the learned advocate appearing for the II party while taking me through the pleadings and evidence urged that Smt. Shantamma was being engaged temporarily for 30 minutes/

1 hour for sweeping and gardening on payment as per the Supreme Court Guidelines her claim for regularisation is baseless and reference is liable to be rejected. Interalia, the learned advocate appearing for the I Party urged that since there is no dispute the services of Smt. Shantamma being availed by the II party as contingent Gardener-cum-Sweeper on payment of Rs. 100.00 w.e.f. 11.06.1985 till its abolition upto 01.10.1991 and thereafter on daily wages she may not be entitled for regularisation but she should be ensured of minimum wages payable for the work.

6. On appreciation of the pleadings, oral and documentary evidence placed by both the sides, in the light of the arguments addressed by their learned advocates, I have arrived at conclusion of Rejecting the Reference for the following

### REASONS

7. It is borne out from the undisputed documentary evidence that the II Party appointed Smt. Shantamma to work as contingent gardener cum sweeper w.e.f. 11.06.1985 on Rs. 100.00 and by virtue of Memo No. A/14 dated 04.09.1991 subsequently it availed her services as casual labourer paying the wages admissible for her work. Since the I Party failed to bring to my notice any provision or settlement entitling such worker for regularisation of the service and on the other hand the learned advocate appearing for I party fairly submitted during the course of arguments that the claim of regularisation may not be possible but she should be ensure of minimum wages and thereby he himself conceded the claim of regularisation of her service has no basis. Since the schedule of reference do not cover to consider whether she has been paid with wages payable for her work or not, his argument that she should be ensured of minimum wages is outside the scope of this reference. Under the circumstances, the demand of the All India Trade Union Congress for regularisation of services of Smt. Shantamma being not supported by any provision cannot be legal and justified as such she is entitle for any relief. In the result, I pass the following

### ORDER

The reference is Rejected holding that the demand of the All India Trade Union Congress for regularisation of services of Smt. Shanthamma is not legal and justified and that she is not entitle for any relief.

(Dictated to U D C, transcribed by him, corrected and signed by me on 22nd April 2014)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 6 मई, 2014

**का.आ. 1529.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा फलड अफसर एन्.सी.ई.आर.टी., अहमदाबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए 48/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/04/2014 को प्राप्त हुआ था।

[सं. एल-42012(30)82-डी-II (बी)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 6th May, 2014

**S.O. 1529.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. CGITA 48/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Field Officer, NCERT, Ahmedabad and their workmen, which was received by the Central Government on 24/04/2014.

[No. L-42012(30)82-D-II(B)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### PRESENT :

Binay Kumar Sinha, Presiding Officer, CGIT-cum-Labour Court

Ahmedabad, Dated 24th February, 2014

**Reference: (CGITA) No-48/2005**

Reference (I.T.C.) No. 3 of 1984 (old)

Reference (I.T.C.) No. 1289 of 2008

Adjudication Order No. L-42012(30)82-D-II(B) dated 11.01.1984 of Ministry of Labour, New Delhi

1. The Field Advisor,  
National Council of Educational Research & Training (N.C.E.R.T)  
(I-B Chandra Colony,  
Behind Law College,  
Ahmedabad 380006)  
At present-Navjeevan Press Compound,  
B/h C.U .Shah College,  
Ashram Road, Ahmedabad . . .First Party

AND

Their Workman ,  
Sh. Bipinchandra Kantilal Patel,  
House No. 2350/2, Ranchodji's Khandki,  
Near Maliwada's Pole,  
Shahpur,  
Ahmedabad - 380001 .... Second Party

For the first party : Shri Pravinchandra M. Rami,  
Advocate

For the second party : Shri B.B. Shah, Advocate

#### AWARD

The Central Government/Ministry of Labour, New Delhi by its adjudication order No. L-42012(30) 82-D-II (B) dated 11.01.1984 in exercise of the powers conferred by section 7 A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 constituting an Industrial Tribunal presided over by Shri G.S. Barot with head quarter at Ahmedabad, referred the dispute for adjudication on the terms of reference specified in the Schedule :

#### SCHEDULE

“Whether the action of Field Advisor, National Council of Educational Research & Training, Ahmedabad in terminating the services of Shri Bipinchandra Kantilal Patel, Office Assistant with effect from 1.04.1978 is justified? If not, to what relief the workman is entitled ?”

2. This reference case remained pending in the Industrial Court, Ahmedabad until the year 2011. Thereafter on the request letter No. ADT-1/2011/10530 dated 16.11.2011 of Industrial Tribunal, Ahmedabad, the Central Government/Ministry of Labour & Employment vide order dated 20.01.2012 withdrew the proceeding in relation to the said dispute, pending before the Industrial Tribunal, Ahmedabad and transferred the same to this CGIT-cum-Labour Court, Ahmedabad for adjudication with the direction that the said CGIT-cum-Labour Court shall proceed from the stage at which the said was received on reference is transferred. This transfer order on 6th February, 2012 (Ext.126) and since thereafter further proceeding started from 06.02.2012 in this Tribunal.

3. The case of the workman (2nd party) as per statement of claim dated 13.02.1984/16.02.1984 is that he joined the services of N.C.E.R.T. as an office Assistant by the letter dated 21.12.1976 from the council. In view of the said letter, he was appointed in the council. In view of the said letter, he was appointed in the council as an office Assistant temporarily. Thereafter he was given another order dated 20.04.1977 stating that he is appointed on probation when he was given the first appointment by letter dated 21.12.1976 and thereafter he joined the duty and was working as an office Assistant in the office of the Field Advisor of the council. Without terminating his



services, the council issued another order appointing him on the same post afresh on probation. Further case is that second order appointing him on probation is itself illegal. He was serving in the council honestly and diligently. But Shri B.P. Mishra, Field Advisor of Ahmedabad suddenly issued an order dated 01.04.1978 terminating stating therein that he failed to avail the opportunities given to him to improve himself but he indulged himself in inciting the other member of the staff against the officer and submitted false report and complaints to various dignitaries in the state and central Government under false signature. Such order of termination dated 01.04.1978 is illegal, capricious, malafide and amounting to victimization and has been passed without following any procedure and in flagrant violation of principles of natural justice. He was not given any memo 'or show cause with regard to allegation made in the order of termination. His services have been terminated without giving him any opportunity showing a cause or making any defence. The order though contains that the services are terminated forth with under the terms and conditions given in the appointment order issued to him dated 20.04.1977, but one month's notice or one month's notice pay was no given which was one of condition in the first order of appointment and so the order of termination dated 01.04.1978 is illegal, null and void. He was not given retrenchment compensation as per provision of section 25F of the I.D. Act, 1947. He had completed 240 days of service. Further case is that the field Advisor, Shri B.P. Mishra always carried grudge against him and wanted to remove him anyhow. The termination order passed in violation of rules and regulation and standing orders. The Field Advisor is not competent Authority to terminate him from the service rather Field advisor is merely a conveying authority with regard to appointment, termination, confirmation, transfer, promotion etc. for the Head office and the power of appointment, termination etc. are with the Regional college of Education, Bhopal. Further case is that termination order was accepted by him under protest, since he has made correspondence on 04.04.1978 to the principal, R.C.E. Bhopal for cancelling the order of termination of his services. The provisions of I.D. Act is applicable to the N.C.E.R.T. On these grounds prayer is for declaring the order dated 01.04.1978 to be illegal and to set aside that order and to reinstate him (2nd Party) in services to his original post with full back wages and with continuity of service.

4. As against this the contention of the 1st party (Council) as per written statement dated 21.03.1984 is that the N.C.E.R.T. is not an industry under section 2K of the I.D. Act, 1947, the claim made by Shri Bipinchandra Kantilal Patel are time barred. In reply to Para-1 of S/c it is submitted that Bipinchandra was offered the temporary post of office Assistant in the pay scale of Rs. 425-700 in the office of the Field Advisor, N.C.E.R.T., Ahmedabad vide

memorandum dated 21.12.1976 which he accepted and joined the office on 30.12.1976. Thereafter the appointment order was issued by the Field Advisor, Ahmedabad vide order dated 21.01.1977. It is a fact that a revised memorandum dated 20.04.1977 was served on Shri Bipinchandra offering him the post of Assistant on the revised terms and conditions and offering him the higher scale of pay 425-800 instead of 425-700. This was a standard form of offer of appointment which was in vogue at that time. The said revised offer of appointment was accepted by him vide his letter of acceptance. On acceptance of the said offer, appointment order was issued by the Field Advisor, N.C.E.R.T., Ahmedabad vide order dated 23.07.1977. The allegation at para 2 of S/c is baseless. The 2nd letter of appointment was not issued as a step towards victimization. It is denied that Shri Bipinchandra was serving honestly and diligently rather his work and conduct was not blameless as at least on two occasions he was reprimanded for his conduct as per letters (Annexure iv). The allegation in the S/c is denied that termination order was issued all of a sudden, rather the Field Advisor N.C.E.R.T., Ahmedabad issued him memos and warnings orally as well as in writings several times directing him (Mr. Patel) to improve upon his conduct, behaviour and work and Mr. B.K. Patel vide his letter dated 22.12.1977 addressed to Field Advisor, apologised for his mistakes as per Annexure V. Mr. B.K. Patel had been served with so many warnings/memos/oral instructions to improve in the behaviour, attitude, work etc. which he failed and was therefore, issued an order in February, 1978 by the Field Advisor, N.C.E.R.T. vide his order dated 15.02.1978. But vide this order he was given another opportunities to improve himself as it appears from letter of Shri B. K. Patel dated 14.02.1978 addressed to the Assistant Field Advisor, N.C.E.R.T., Ahmedabad as per Annexure vi. There was no question of malafides and victimisation rather Shri B.K. Patel failed to improve inspite of various warnings and memos. Shri B.K. Patel could not even complete the probation period satisfactorily. The allegation made in para 5 to 9 of S/c is baseless. The service of Shri Bipinchandra was terminated in accordance with the terms of conditions of the appointment accepted by him and that too under probation period. The order of termination dated 01.04.1978 is proper and justified. The Field Advisor, N.C.E.R.T., Ahmedabad had powers and authority to terminate the services of Shri Bipinchandra, because the Field Advisor, N.C.E.R.T. is the appointing authority for class iv and class iii posts (Group D and C) and the said Bipinchandra was falling under group 'C' category as per relevant extracts from the delegation of powers vested with the Field Advisor (Annexure vii). More so, body of the N.C.E.R.T. now known as Executive committee adopted in its meeting held on 31.08.1961, all appointment shall be expressed to have been made in the name of N.C.E.R.T. The allegation of para 11 of S/c is denied that termination was accepted by Shri B.K. Patel under protest rather by his letter dated

03.04.1978 Shri Patel acknowledged the termination order dated 01.04.1978 and handed over the charge as per (Annexure viii). The case of the 1st party further is that principal, Regional College of Education, Bhopal was neither Disciplinary/Appellate Authority of Shri B.K. Patel and so if Shri B.K. Patel sent letter dated 04.04.1978 to the principal, it was not appropriate for principal even to reply to that letter to Shri B.K. Patel. Denying para 12 of S/c it is stated that the order of termination has been passed by Field Advisor as an Appointing Authority/ Disciplinary Authority and as per rules and so cannot be treated as malafide. The principles of natural justice have been followed as Shri Patel was given ample opportunities to improve himself, but he failed. The termination order was passed during the probation period of Shri B.K. Patel. On these scores prayer is made to dismiss the reference since the 2nd party (Shri B.K. Patel) is not entitled to any relief in this case. Shri B.K. Patel has remained in gainful employment since after termination.

5. This may not be out of place to mention that the long pendency of this reference case has got a checkered history. Earlier by the award dated 02.02.1999 passed by Smt N.J. Shelat, Presiding Officer, Industrial Tribunal, Ahmedabad, the reference I.T.C. No 3/89 was dismissed-for non-prosecution and was disposed of since the workman Bipinchandra Kantilal Patel failed to appear for his cross examination on his affidavit Ext.26 and remained absent. Subsequently under misc. case No. ITC 1/2001 in reference ITC 3/84 applicant/workman filed the misc. case for restoration of the reference case no. 3/84 to its original file and number but that misc. case (ITC) no1/2001 was dismissed by Shri M.P. Chavda, Presiding officer of Industrial Tribunal by order dated 26.04.2004. Thereafter the workman Bipinchandra Kantilal Patel preferred special Civil Application No. 9585 of 2004 before the Hon'ble Gujarat High Court challenging the order dated 3rd February 1999 by which the reference was dismissed for default and also the subsequently order dated 26th April, 2004 by which the application of the petitioner (Bipinchandra) for restoration of the reference was rejected by the Industrial Tribunal, Ahmedabad. The Hon'ble Gujarat High Court by the order dated 03.12.2004. quashed and set-aside the impugned order dated 3rd February, 1999 and 26th April, 2004 respectively passed by the Industrial Tribunal and the matter was remanded to the Industrial Tribunal for fresh consideration and disposal on merits with such observation/direction that the petitioner himself was not present before the Industrial Tribunal on earlier occasion due to which the entire period from 3rd February, 1999 onwards has been consumed, it is provided that even in case finally the Industrial Tribunal finds that the petitioner is entitled to any relief, the petitioner shall not receive any monetary benefits the respondent (N.C.E.R.T) for the period from 3rd February, 1999 till today (03.12.2004).

6. The record of this reference case was put up before the Industrial Court, Ahmedabad for disposal on merit. But on filing of an application (Ext.115) by the 1st party raising the preliminary objection that this tribunal does not have jurisdiction to adjudicate the reference since the 1st party is an autonomous body and has been registered under the provision of Registration of society Act and over and above the 1st party is also sponsored by the Ministry of Education and Social Welfare, Government of India and therefore the present Industrial Tribunal cannot proceed with the present matter. Reply rejoinder was also filed by the 2nd party vide Ext.116. After hearing both side Shri K.K. Pandey, Member Industrial Tribunal, Ahmedabad passed order below Ext.115 allowing the application of the 1st party and giving findings that this Tribunal does not have the jurisdiction to adjudicate the reference and passed order to transfer the present reference to the contractual Administrative Tribunal, Ahmedabad Bench having jurisdiction to adjudicate the present reference. Accordingly entire record of the reference case was transferred to the Central Administrative Tribunal, Ahmedabad Bench, by order passed on 21.12.2009 by Shri K.K. Pandeya, Member Industrial Tribunal, Ahmedabad.

7. The record of this reference case was received in the office of the CAT, Ahmedabad Bench and was registered as T.A. No. 01/10 while the case T.A. 01/10 was pending before the Hon'ble Bench of CAT, the applicant remained absent as a result the T.A. 1/10 was dismissed for want of prosecution by order dated 17.08.2010. Thereafter MA No. 363/10 was filed on behalf of the applicant for restoration of T.A. 01/10 and by order dated 21.09.2010 M.A. 363/10 was allowed and T.A. 01/10 was restored. Thereafter the Bench of the Hon'ble CAT, Ahmedabad passed order dated 04.02.2011 ... "In view of express provision under the administrative Tribunals Act particularly in the shape of section 28, we are of the firm view that Industrial Tribunal (Central) Ahmedabad was not justified in holding that it ceased to have jurisdiction, power or authority to adjudicate the issues raised under reference pending before it... the order dated 21.12.2009 passed by the Industrial Tribunal (Central) Gujarat, Ahmedabad in Reference, is held to be without any authority of law. Accordingly, the entire reference case with the record of T.A. 01/10 and final order dated 04.02.2011 was remitted back to the Industrial Tribunal (Central) Ahmedabad for proper adjudication. Thereafter the entire record of reference case was received in this CGIT-cum-Labour Court, Ahmedabad on 06.02.2012 as per order of the appropriate Government dated 20.01.2012 form the Industrial Tribunal (Central) Ahmedabad.

8. In view of the rival contention of the parties as per pleadings, the following issues are taken up for discussion and determination :

**ISSUES**

- (i) Is the reference maintainable?
- (ii) Has the 2nd party Bipinchandra Patel valid cause of action?
- (iii) Whether the order of termination of the services of Shri Bipinchandra Kantilal Patel, Office Assistant w.e.f. 01.04.1978 by the 1st party is justified?
- (iv) Whether the 2nd party Shri Bipinchandra K. Patel remained in gainful employment since after termination from his services of office Assistant N.C.E.R.T, Ahmedabad?
- (v) Whether the 2nd party is entitled to the relief in this case?

9. **ISSUE No. iii:**—It has been argued by Shri B.B.Shah, Advocate for the 2nd party that Bipin K. Patel had been appointed for the sanctioned post by calling names from the office of the employment exchange, conducting written test etc and he was selected by the selection committee and that he was issued another appointment order dated 20.04.1977 as regular employee, he was performing duty sincerely, but the Field officer was carrying grudge against him and had issued termination letter dated 01.04.1978 without issuing notice or without making payment of monetary compensation in lieu of one month notice and retrenchment compensation. And so the termination order is unjustified and illegal and the 2nd party Bipin is entitled for reinstatement with full back wages. On the other hand, it has been argued by Shri P. M.Rami, AGP, Learned counsel for the 1st party that as per terms and condition of the offer of appointment dated 20.04.1977, the 2nd party was to undergo probation period for two years and during probation period the services can be terminated by the appointing authority without any notice and without any reason being assigned therefore and after completion of the period of probation and till he/she is conformed the services can be terminated any time without any reason being assigned therefore by one month's notice on either side. By this appointment order Bipin was put on probation in the scale of pay Rs. 425-800. Shri Rami further argued that as per delegation of power the Field advisor of N.C.E.R.T, Ahmedabad was the appointing authority for the post of Gr. III and IV and the 2nd party had been appointed in clerical grade III by the Field Advisor who being appointing authority was competent to terminate the services of Bipin office Assistant in probation (Gr. III staff) and even after service of memos issued to him he was not mending himself and that the Field Advisor had earlier passed termination order against Bipin but on seeking apology by him it was not brought in to force but even then Bipin did not improve his behaviour and sincerely to his work and then he was terminated w.e.f. 01.04.1978 during probation period and

the action of the Field Advisor is justified one.

10. In the light of argument so advanced by the learned counsels of the parties now coming to examine the documentary and oral evidence of the parties. The 2nd party Bipinchandra K. Patel submitted his affidavit (Ext.26) in lieu of examination in chief support of his case as per statement of claim. The 1st party submitted 24 documents as per list (ext. 22) and the 2nd party in his cross examination admitted all those documents produce by the 1st party by Ext.22. The documents SI. No. 1 to 24 have been given pacca exts. 83 to 106. Ext. 83 is copy of offer of appointment dated 21.12.1976 with condition that the appointment is temporary and will not confer any title to permanent employment. This offer of appointment was in the pay scale of 425-700. Ext. 84 is copy of acceptance of first offer dated 22.12.1976. Ext. 85 is joining report of Bipin dated 30.12.1976(FN) as office assistant. Ext. 86 is second offer of appointment dated 20.04.1977 for the post of assistant in the scale of 425-800/- issued by Field Advisor N.C.E.R.T, Ahmedabad with condition the appointment will be on probation for a period of two years from the date during the period of probation, the service can be terminated by the appointing authority without any notice and without any reason. Ext. 87 is acceptance letter of 2nd party Bipin dated 16.05.1977 as per terms and condition of the council, Ext.88 is second acceptance letter of Bipin Patel dated 13.12.1977 as per terms and condition of the council. Ext.89 is appointment order dated 23.07.1977 of Field Advisor N.C.E.R.T, Ahmedabad on the terms and condition contained in the offer of appointment order dated 20.04.1977 (Ext.86) w.e.f. 30.12.1976 (FN). It is quite clear that the probation period of Bipinchandra K. Patel office Assistant started w.e.f. date 30.12.1976 on his joining and the terms and condition of 2nd offer of appointment (Ext.86) came into force as per appointment order dated 23.07.1977 (Ext.89). So without any ambiguity the probation period of Bipinchandra started from his date of joining on 30.12.1976 (FN) and so the appointing Authority Field Advisor N.C.E.R.T, Ahmedabad was competent enough to take action in terminating the services of Bipin during probation period of two year without assigning any reason. As such the probation period of two years 2nd party Bipin was up to 30.12.1978. From perusal of Ext.90 memo dated 28.11.1977 issued to Bipin and Bipin's reply dated 15.12.1977 (ext.91), office note of Field Advisor dated 15.12.1977 (Ext.92) asking assurance from Bipin to give full cooperation to his officers and again reply letter of Bipinchandra to Field Advisor dated 15.12.1977 (Ext.93) asking to point out details of mistakes which are unlawful. Then noting of Field Advisor dated 16.12.1977 (Ext.94) refers two letters of Bipin dated 15.12.1977 in not acknowledging that he has committed any mistake terming the allegation of Field Advisor baseless, speaks a volume about arrogance and non-cooperative attitude on part of the 2nd party (Bipinchandra) Again Bipinchandra vide his



reply letter dated 16.12.1977 to Field Advisor (Ext.95) go to show some sort of arrogancy on part of Bipinchandra to question about his mistake and the letter(memo) dated 19.12.1977 of Field Advisor (Ext.96) to Bipinchandra go to show that good many things have already been explained to him (Bipin) orally and the authorities at Delhi and Bhopal also know it. But you (Bipin) are still adamant about legality of things. Ext. 97 is letter of sorry dated 15.02.1977 of 2nd party (Bipinchandra) to the Field Advisor, N.C.E.R.T, Ahmedabad asking to allow him to resume his duty as an Assistant in view of the termination order dated 14.02.1978 issued by Field Advisor (ext. 99) when Bipinchandra in spite of several memo failed to mend his behaviour and refrain from arrogant attitude. Ext.98 is letter of Bipin dated 22.12.1977 to Field Advisor, N.C.E.R.T, Ahmedabad begging pardon for the mistakes committed by him. Ext.100 is letter of Field Advisor dated 14.02.1978 given to Shri K.M. Gupta, Assistant Field Advisor, N.C.E.R.T, Ahmedabad asking to call the Assistant (Bipinchandra K. Patel) to see if he realises his mistakes since I am not interested in termination of services of any body. Then as per apology letter of Bipinchandra dated 15.02.1978 (ext. 97) addressing to the Field Advisor writing sorry for the things happened yesterday and requesting for allowing to resume duty as an assistant then vide order dated 15.02.1978 (Ext.101) the termination order dated 14.02.1978 of Shri Bipinchandra was cancelled by the Field Advisor. Ext. 102 is extract from schedule of powers delegated to the Field advisors N.C.E.R.T in the states regarding appointment of Group C (class III) and group D (class IV) staff. Such argument on behalf of the 2nd party falls to the ground that the Field Advisor N.C.E.R.T, Ahmedabad is no appointing authority of class III staff. Ext.103 is copy of final termination order of the 2nd party Bipinchandra dated 01.04.1978 giving reasoning as to termination of services of Bipinchandra though it was not required to mention during probation period of Bipinchandra which 'was up to 30.12.1978. The 2nd party was asked to immediately hand over the charge to the undersigned (Field Advisor). Ext.104 is copy of letter of Bipinchandra dated 03.04.1978. Ext. 105 is copy of memorandum of association of N.C.E.R.T and Ext; 106 is copy of Rules and Regulations of N.C.E.R.T which also corroborate as to appointing authority being Field Advisor for class III and class IV staff of N.C.E.R.T. The letter of Bipinchandra K. Patel addressed to the Field Advisor, N.C.E.R.T, Ahmedabad dated 03.04.1978 go to show that he handed over the charge of his post as Assistant with full details in pursuance to termination of his service w.e.f. 01.04.1978. The 1st prty also produced 11 documents through a list Ext.75 and its copy was received by the lawyer of the 2nd party and those documents have been taken in evidence. Ext.75/1 clarifies that since there was no uniformity in the offer of appointment to selected candidate in the N.C.E.R.T so a model offer of appointment was prepared and as such offer of appointment to

Bipinchandra K. Patel had been sent dated 20.04.1977 regarding appointment with two years' probation period and likely to be extended for more periods. Ext. 75/2 is confidential letter dated 29.08.1977 of Field Advisor Shri B.P. Mishra to Prof. S.N. Saha principal RCE, Bhopal attached with another letter of Field Advisor Shri B.P. Mishra dated 25.08.1977 to Prof S.N. Saha principal, REC, Bhopal making complaint against Shri Bipin K. Patel (2nd party) who is lacking in integrity in financial matters besides other charges that stand against him and requesting to transfer him (Bipin) from Ahmedabad to Bhopal and if Shri Bipin Patel is not transfer, he shall have no alternative but to dismiss him. Ext.75/3 is confidential memo dated 06.12.1977 of Field Advisor, N.C.E.R.T, Ahmedabad to Shri Bipin Patel regarding his role not upto the mark and not helpful to administration rather anti disciplinary and by that memo giving Bipinchandra Patel a chance to improve himself otherwise drastic action shall be taken. Ext. 75/4 is same as Ext. 100 already discussed above. Ext. 75/5 is letter dated 02.01.1978 of G.R. Das, Under Secretary N.C.E.R.T, new Delhi to Field Advisor, Ahmedabad informing about sending of telegram dated 15.12.1977 by Shri Bipinchandra Patel. This reveals arrogancy of 2nd party to such high "magnitude in sending telegram being a probation Assistant. The matter of telegram sent by Bipin is FA required to hand over the-charge to him personally kindly advice urgently what should do. The 2nd party being a probationer instead of mending his behaviour as per series of memo issued to him by FA, Ahmedabad had gone to the extent of sending telegram to Head quarter of N.C.E.R.T that itself peaks a volume about his arrogant behaviour against his senior officer including his controlling officer Field Advisor Shri B.P. Mishra. Ext.75/6 is letter dated 06.01.1978 of FA Shri B.P. Mishra to the secretary N.C.E.R.T, New Delhi informing that Shri Patel has tendered unconditional apology (copy enclosed) so I have given him one more chance to serve in this office. Ext. 75/7 is letter dated 09.02.1978 of undersecretary N.C.E.R.T to F.A. Ahmedabad for keeping a close watch on the work and conduct of Shri B.K. Patel, Assistant in your office during the remaining period of probation and to inform the council whether he is progressing or not during probation period. Ext. 75/8 is confidential report by the F.A. N.C.E.R.T, Ahmedabad regarding much arrogant behaviour of Shri Patel even giving out threat to file court case and his action asking to sign approval papers against the rules etc. after the visit of Shri G.R. Das from the councils. Ext. 75/9 is office order of FA N.C.E.R.T, Ahmedabad dated 23.03.1978 regarding changes in duties of ministerial staff including of Shri B.K. Patel his duty of looking after accounts and General administration was taken off and given to Miss S.P. Choksi, LDC Ext. 75/10 is another confidential letter dated 21.03.1978 of FA, Ahmedabad to Shri R.P. Shourie, A.O. RCE, Bhopal, informing about rude behaviour of Shri B.K. Patel as his case fit for dismissal. Ext. 75/11 is

letter dated 19.04.1978 from FA N.C.E.R.T, Ahmedabad to Shri C.R. Das, N.C.E.R.T, New Delhi regarding brief facts of each acts of commission and commission by Shri B.K. Patel against staff and other officers of N.C.E.R.T, Ahmedabad having with non-cooperation attitude and not to behave in right manner inspite of so many memo warning and verbal request. The 1st party also submitted 10 documents with list Ext.79 and its copy furnished to the 2nd party lawyer Shri B.B. Shah endorsing no objection for production. Ext. 79/1 is memo dated 01.06.1977 to Shri B.K. Patel by FA Shri B.P. Mishra of as many as six irregularities including coming late in office and entering the correct time 10:30 a.m. making purchase of materials from open market rather than from approved agency Apna Bazar co-operative bodies etc. Ext. 79/2 is notice regarding distribution of work dated 05.08.1977 and duly assigned to Shri B.K. Patel. Ext. 79/3 is letter of miss S.P. Choksi, LDC, regarding handing over the A/c's file to Shri B.K. Patel and taking over of charge by Shri B.K. Patel. Ext. 79/4 is confidential letter/circular dated 05.08.1977 enclosing therewith circular dated 18.10.1975 regarding principles in r/o investigation. Ext. 79/5 is the confidential letter dated 17/18.06.1977 of FA, Ahmedabad to Shri B.K. Patel asking reply regarding writing secret letters to higher officers. Ext. 79/6 is memo dated 13/14 .07.1977 given to Shri B.K. Patel by FA, Ahmedabad regarding series of misconduct. Ext. 79/7 is letter dated 01.06.1977 of B.K. Patel to the principal of RCE, Bhopal without routing through proper channel. Ext. 79/8 is notice dated 15.09.1977 of FA, Ahmedabad circulated among staff of N.C.E.R.T, Ahmedabad for preparing bills and its checking and verification which are duty of staff and not duty of FA to check each and every point and that if any irregularity the staff will be held responsible. Ext. 79/9 is swami's book, extract- chapter 20 probation on appointment regarding period of probation of two years is conformity with the offer of appointment dated 20.04.1977 of Shri B.K. Patel as per Ext.86. Ext. 79/10 is on the subject issue of offers of appointments and appointment to the candidates selected on regular basis which have already been discussed above as to reason of issue of 2nd offer of appointment to Shri B.K. Patel dated 20.04.1977 Ext.86.

11. Now coming to examine the documents filed by the 2nd party. The 2nd party on filing of statement of claim dated 13.02.1984 attached copy of termination order dated 01.04.1978 and representation made by Shri B.K. Patel (2nd party) to the principal RCE, Bhopal dated 04.04.1978. The termination order dated 01.04.1978 has already been discussed in the foregoing paras that the action of the Field Advisor, N.C.E.R.T, Ahmedabad in terminating Shri B.K. Patel, Probationer Assistant during probation period was justified even after giving so many memo and warning to keep right behaviour in the office. The representation dated 04.04.1978 was directly sent by Shri B.K. Patel to the principal RCE, Bhopal for which he

was not competent to ask for cancelation of his termination order directly rather being a probationer assistant he ought to have made representation to be routed through proper channel. This also shows his sheer arrogancy of making a high dream like treating him to be a future officer and not mere probationer Assistant. There was no question of starting domestic enquiry against him since he was a probationer and during probation period he was to be terminated any time without assigning any reason as per offer of appointment (Ext.86) which was accepted by him vide Ext.87. Ext. 4,5 and 6 are application on the letter head of N.C.E.R.T before Shri G.S. Barot, p.a., Industrial Tribunal seeking for time to file written statement are not important document to be discussed vide Ext. 6 the copy of written statement was also served upon Shri B.K. Patel, Ex. Assistant.

12. The 2nd party Shri Bipin K. Patel during his cross examination on 02.08.2007 has admitted the documents produced by the 1st party vide Ext.75 series. He also admitted about document produced by Ext.74. However, stated that it is not true that I was appointed on probation and was terminated during probation observing work not satisfactory. The 2nd party's such saying is a futile attempt to unjustified his termination w.e.f. 01.04.1978 by F.A., N.C.E.R.T, Ahmedabad but the 2nd party has failed to do so. In the foregoing paras it has been seen that the action of the Field Advisor Shri B.P. Mishra in terminating the services of the 2nd party Bipin K. Patel is justified and legal. The 2nd party Bipin in his evidence during cross examination at page 13 admitted that he received probation order dated 20.04.1977 and it was in the scale of pay 425 to 800. He also admitted about/serving of memo on him. He admitted that he was to be terminated by order dated 14.02.1978 but was cancelled. On question as to when he was confirmed in service he replied that vide Ext. 22/7 dated 23.07.1977 he was confirmed. But it has been considered in the foregoing paras that Ext. 22/7 is not order of his confirmation in service rather Field Advisor N.C.E.R.T, Ahmedabad appointed Bipin K. Patel as office Assistant in the pay scale of 425-800 on the terms and condition of the offer of appointment dated 20.04.1977 w.e.f. 30.12.1976 FN. So apparently on acceptance of offer of appointment (Ext. 86) by Bipin vide Ext.87 the period of probation started with effect from 30.12.1976. for two years upto 30.12.1978 and during the period of probation as per terms and condition of offer of appointment dated 20.04.1977 Ext. 86 he can be terminated by the appointing Authority i.e. Field Advisor without assigning any reason. But it appears that the Appointing Authority (Field Advisor) had given number of opportunity to him to improve in the behaviour and to mend himself through series of memo, warning, verbal conversation and even issuing termination order dated 14.02.1978 which was cancelled all these go to show that the appointing and controlling officer Field Advisor Shri Mishra was so kind

hearted in giving pardon to Bipin his mistakes and ill behaviour but eventually the F.A. was left with no option rather to terminate the services of Bipin (2nd party) during probation period. There was no need to start departmental proceeding against Bipin as per offer of appointment date 20.04.1977 accepted by Bipin. The 2nd party Bipinchandra was not a casual worker for counting his days of works exceeding 240 days in calendar year and so there is no scope of applicability of the provision of section 25F of the Industrial Disputes Act, 1947 or any contravention of section 25F on part of the 1st party. Such argument advanced on behalf of the 2nd party has no leg to stand.

13. The 1st party's witness namely Shri V.M. Martode, Business Manager in his oral evidence (Ext.133) has fully supported its case and justification of termination of Bipinchandra K. Patel from the services by order dated 01.04.1978 of the Field Advisor. He has been cross examined at length by the lawyer of the 2nd party but nothing could have been gained by the 2nd party to discredit his testimony. He supported that the then Field Advisor B.P. Mishra is no more and he died on 12.06.2011 so could not be called as witness on behalf of the 1st party. The case laws cited on behalf of the 2nd party reported in (1) A.J.R. 2002 SC 1147 (2) A.J.R. 2008 SC 836 and (3) 1988(1) LLJ SC 329 are not applicable in the instant case.

14. Thus as per discussion and consideration of the oral and documentary evidence of the parties in the foregoing I am of the considered view and therefore find and hold that the action of the Field Advisor, N.C.E.R.T., Ahmedabad in terminating the services of Shri Bipinchandra K. Patel, Office Assistant with effect from 01.04.1978 is justified and legal. This Issue No. iii is answered in favour of the 1st party.

15. **ISSUE NO. iv :** The 2nd party Shri Bipinchandra K. Patel, deposed during cross examination by the 1st party's lawyer on his affidavit at Ext 26 at Page 26 that he served with Gujarat State seeds corporation Gandhinagar w.e.f. 13.11.1978 to 13.04.1995 and from 1996 onward he remained serving in private institution and that he is getting Rs. 5000 per month and that still he is working in this post. On behalf of the 1st party seven documents were produced with a list Ext.132 of which Ext. 132/6 and 132/7 are regarding gainful employment of the 2nd party since after termination. Ext. 132/6 is letter dated 28.10.2004 of Managing Director of Gujarat state Beej Nigam Ltd. addressing to Business Manager, N.C.E.R.T., Navjiavan Trust, Ahmedabad 380014 with reference to letter No. F2-25/RCPDA/2001/305/15.10.2004 informing on the subject of service of Shri B.K. Patel in Gujarat state Beej Nigam Ltd. that Shri B.K. Patel (2nd party) was employed in service as UDC since 1978 and he (Bipin) was served show cause notice on 19.11.1984 he (Shri Patel) was reinstated in service of G.S. Beej Nigam Ltd. after

withholding of three increments. Ext. 132/7 go to show that Shri B.K. Patel was in service in Jay carriers and he was on duty on 28.01.1999 this information was given in connection restoration application No. 1/2002 in connection with the reference case. As per admission during cross examination Shri B.K. Patel is still in gainful employment. From the admission of the 2nd party in his oral evidence during cross examination and as per Ext.132/6 it is evident that since after termination of service on 01.04.1978 by the FA, N.C.E.R.T., Ahmedabad, 2nd party was not sitting unemployed rather joined the services of G.S. Beej Nigam Ltd. as UDC w.e.f. 13.11.1978 and onward till the present period is in gainful employment. More so, from the reference order dated 11.01.1984 it appears that as per the chief labour commissioner (Central) New Delhi. Their file No. 36(17) 182-con.1 the adjudication order of the appropriate government dated 11.01.1984 was referred for adjudication. In other words the 2nd party Shri Bipinchandra K. Patel raised the Industrial Dispute after joining as UDC in Gujarat State Beej Nigam Ltd. on 13.11.1978 and so there remained no relation of employer and workman existing rather ceased to be in existence since after joining new service in Beej Nigam with gainful employment. So as per discussion, and considerations made above I find and hold that the 2nd party Shri Bipinchandra K. Patel remained in gainful employment since after termination from his services of office assistant N.C.E.R.T., Ahmedabad. Thus this issue is decided against the 2nd party.

16. **ISSUE NO. (i), (ii) and (v) :** In view of the findings to Issue No. iii and iv in the foregoing paras. I further find and hold that the reference is not maintainable and the 2nd party has no cause of action in this case since after remaining in gainful employment after termination order dated 01.04.1978 of N.C.E.R.T., Ahmedabad (1st party) and even raised Industrial dispute much after remaining in gainful employment under different employer. I further find and hold that the 2nd party is not entitled to get any relief in this case.

The reference is devoid of any merit and so the same is dismissed. No. order as to any cost.

This is my award.

Let copy of award be sent to the appropriate Government for publication u/s 17 of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 8 मई, 2014

**का.आ. 1530.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा चीफ जनरल मैनेजर, भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,

हैदराबाद के पंचाट (संदर्भ संख्या 75/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-40011/15/2012-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

**S.O. 1530.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 75/2012) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Chief General Manager, Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-40011/15/2012-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

#### PRESENT :

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 2nd day of April, 2014

**INDUSTRIAL DISPUTE No. I.D. 75/2012**

#### BETWEEN

The Circle Secretary,  
NUBSNLW(FNTU),  
2-2-1167/2,  
Tilaknagar, New Nallakunta,  
Hyderabad – 500044.

....Petitioner

#### AND

The Chief General Manager,  
B.S.N.L., Office of the CGM,  
Telecom, A.P. Circle,  
Hyderabad – 1.

....Respondent

#### APPEARANCES :

For the Petitioner : NIL

For the Respondent : Smt. Ch. Lakshmi Kumari,  
Advocate

#### AWARD

The Government of India, Ministry of Labour by its order No. L-40011/15/2012-IR(DU) dated 5.12.2012 referred the following dispute between the management

of Bharat Sanchar Nigam Ltd., and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

#### SCHEDULE

“Whether the action of the management of CGMT, BSNL, Hyderabad in not granting the compassionate appointment to the four dependents of the deceased of the West Godavari BSNL District is justified? If not, what relief the dependents are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 75/2012 and notices were issued to the parties.

2. The case stands posted for appearance of Petitioner and for filing of claim statement and documents.

3. Petitioner called absent and there is no representation. Petitioner is not appearing before the court even though notice is served on him again and again and is not making any claim. Petitioner is not at all taking interest in the proceedings, though he got knowledge of the same. In the circumstances, taking that Petitioner got no claim to be made, a ‘Nil’ Award is passed.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 2nd day of April, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

#### Appendix of evidence

Witnesses examined for  
the Petitioner

NIL

Witnesses examined for  
the Respondent

NIL

#### Documents marked for the Petitioner

NIL

#### Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2014

**का.आ. 1531.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा जनरल मैनेजर, भारत संचार निगम लिमिटेड एण्ड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 22/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-40012/94/2004-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी



New Delhi, the 8th May, 2014

**S.O. 1531.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 22/2005) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the General Manager, Bharat Sanchar Nigam Limited and Others and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-40012/94/2004-IR(DU)]

P. K. VENUGOPAL, Section Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

#### PRESENT :

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 9th day of April, 2014

**INDUSTRIAL DISPUTE No. 22/2005**

#### BETWEEN

Sri T. Butchi Babu,  
S/o Raja Rao,  
K.D. Peta (P.O.),  
Kummari Veedhi,  
Kongasingi Mandal,  
Visakhapatnam (A.P.)

....Petitioner

#### AND

1. The General Manager,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Dabagardens,  
Visakhapatnam – 530020.
2. The Chief General Manager,  
Telecom, M/s. BSNL,  
Nampally Road, Abids,  
Hyderabad – 1.
3. The S.D.O. Telecom,  
M/s. Bharat Sanchar Nigam Limited,  
Narsipatnam,  
Visakhapatnam.

....Respondents

#### APPEARANCES:

For the Petitioner : M/s. Sridhar Tummalapudi  
& K. Venkateswarlu,  
Advocates

For the Respondent : Sri Karoor Mohan, Advocate

### AWARD

In pursuance of the claim made by the Petitioner workman Sri T. Butchi Babu, the Government of India, Ministry of Labour by its order No. L-40012/94/2004-IR(DU) dated 22.12.2004 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question :

### SCHEDULE

“Whether the action of the Management of M/s. Bharat Sanchar Nigam Limited, Telecom District, Visakhapatnam in terminating the services of Sh. T. Butchi Babu, Ex. Part time workman (Sweeper), KD Peta w.e.f. 2.1.2001 is legal and/or justified? If not, to what relief the concerned workman is entitled?”

On receiving this reference by issuing notice to the workman as well as the Management this Tribunal secured their respective presence before this Tribunal. The workman has engaged the services of M/s. Sridhar Tummalapudi & K. Venkateswarlu, Advocates, whereas Respondent/ Management has engaged the services of Sri Karoor Mohan, Advocate with the leave of the court.

2. The Brief averments of the claim statement filed by the workman are as follows :—

The workman was appointed as part time worker(sweeper) with effect from 1994 on a monthly wage of Rs.35/-. He worked at K D Peta. During his employment he made a representation to the Management for enhancement of monthly wages. Thereon the Divisional Engineer(Telecom) Maintenance-5, Anakapalli enhanced his monthly wage from Rs.,35/- to Rs.75/- with effect from July, 1995 vide their letter No. E-6/95-96/62 dated 20.7.1995. The workman worked as sweeper at K D Pet, SDO, Telecom, Narsipatnam from 1994 to December, 2000. His service record is very good. All of a sudden without any written notice the Management terminated his services with effect from January, 2001. He made several representations requesting to reinstate him into service and for payment of back wages but in vain. The Management gave arrogant reply. Thereon the workman approached the Assistant Labour Commissioner(Central) at Visakhapatnam by filing a petition. Management attended before the said authority in answer to the notice given by them. The efforts of conciliation made by such authority resulted in failure. Thus, the reference. The workman could not secure any other employment inspite of his best efforts. The Management did not follow principles of natural justice. They simply terminated the services of the workman without any notice which is arbitrary and illegal action. Thus, the workman is entitled for reinstatement into service with back wages and continuity of service and also for grant of all allowances.

### 3. The Respondents filed their counter with the averments in brief as follows :

The contention of the Petitioner that he was appointed as part time sweeper in June, 1994, that his wages were enhanced from Rs.35/- to Rs.75/- are all incorrect. Petitioner's services were not engaged in temporary manner. They were engaged for specific work on daily/monthly basis. As such, it can not be construed as temporary engagement. The workman's contention that he worked from 1994 to December, 2000 as Sweeper at K D Pet, Narsipatnam and that his services were terminated without any notice in January, 2001 are all incorrect. His further contention that his service record was good also is not correct. His further contention that he approached the Management several times and that he could not get any other employment and further that Respondent did not follow principles of natural justice and that their action is arbitrary and illegal are all false. Workman can not claim employment by way of regularization which would be contrary to constitutional provisions and the law laid down by the Hon'ble Supreme Court of India in Umadevi's rules and it precludes the workman from making any claim. The claim is to be dismissed with costs.

4. Since a nil award has been passed on 6.3.2009, on the ground that both parties were called absent, the workman challenged the said award by filing WP No.10078/2011 on the file of Hon'ble High Court of A.P.. By virtue of order dated 15.4.2011 the said writ petition was allowed and the order of this Tribunal dated 6.3.2009 was set aside directing this Tribunal to give one more opportunity to the workman to produce his evidence. Accordingly opportunity has been given to adduce evidence.

5. To substantiate the contentions of the workman he examined himself as WW1 and got marked Ex.W1 to W7. On behalf of the Management MW 1 was examined and Ex.M1 and Ex.X1 are marked.

6. Heard the arguments of either party. Written arguments are also filed for the workman and the same are received and considered.

### 7. The points that arise for determination are :

- I. Whether the action of the Management of M/s. BSNL, Telecom District, Visakhapatnam in terminating the services of Sri T. Butchi Babu, Part time worker, K D Pet, with effect from 2/1/2001 is legal and justified?
- II. To what relief the workman is entitled?

### 8. Point No.I:

It is the contention of the workman that he was appointed as part time worker (sweeper) with effect from

June, 1994 and in that capacity he worked at K D Pet, SDO Telecom, Narsipatnam until December, 2000.

9. Whereas the Respondent/Management is contending that Petitioner was never appointed on part time basis and that his services were utilized only for specific work on daily /monthly basis. That means, it is the contention of the Management that the workman's services were never utilized by them continuously. Their pleading is devoid of particulars like the nature of "specific work" and period of the said work, for which the services of the workman were utilised by them. Thus, their pleading with this regard is to be considered as vague.

10. As WW1, the workman has categorically claimed that he worked as part time sweeper for the Management at K D Pet, with effect from June, 1994. While he was under cross examination it is put to him that Ex.W6 is the order of the Labour Commissioner whereunder workman's request was rejected. But a perusal of this document shows that this is a letter given to the ALCC by the Asst. General Manager(Admn) for GM, Telecom District, Visakhapatnam in answer to the addressee's letter 18.12.2003 whereunder for the reasons given in Ex.W6 the case of the workman was to be rejected. That means Ex.W6 is only a reply of the Management to the claim put forth by the workman before the ALC(C) but not any rejection order passed by the ALC(C).

11. No doubt, the workman as WW1 claimed that he has been given an appointment letter and that he would produce the same before this Tribunal but failed to do so. It is not the contention of the Management that any appointment letter has been issued. Irrespective of inability of the workman to produce the appointment letter, in the light of the other documents produced by him, this Tribunal has to consider whether his contentions have been established or otherwise.

12. Ex.W1 is the proceeding of the Divisional Engineer, Telecom Maintenance-V, Anakapalli, dated 20.7.1995 where under the wages of the workman herein, who has been described as "Part time worker", have been enhanced from Rs. 35/- to Rs.75/- with effect from July, 1995. In this letter it is referred that "Sri T. Butchi Babu, Part Time Worker(Sweeper) K D pet, made a representation regarding enhancement of monthly wages and that the same has been forwarded by the SDO, Telecom, Narsipatnam to the Divisional Engineer, Telecom, Maintenance- 5, Anakapalli." Thus, it is very much clear that by producing this proceeding which is evidently marked to the workman by the authority who received the same, the workman could establish his contentions that he has been working as part time worker(Sweeper) K D Pet continuously and his wages were enhanced from Rs. 35/- to 75/- with effect from July, 1995.

13. Ex.W2 is termed as a Service Book of the workman. It is a note book wherein entries for the months ranging from June, 1994 to December, 2000 are made which are all signed by the office Incharge, Telephone Exchange, KD Pet. All these entries are to the effect that the workman has attended to the duties of sweeping the exchange, switch room, switch board, MDF, battery room engine room and waranda daily and to the cleaning of rooms with water once in a week and was bringing one pot of water for drinking etc., during the given month. Thus, it is very much clear that the workman has worked as part time sweeper for the Respondent Management from June 1994 to December, 2000. In this context it is not out of place to mention that there is no cross examination of WW1 in respect of Ex.W2.

14. Ex.M1 is the document which is confronted to WW1 for the Management while WW1 was under cross examination. This is the application of the workman to the Management whereunder he sought for the employment as part time sweeper in KD Peta since the said post has fallen vacant owing to transfer of one Tufaan, who was working as part time sweeper there until then, to another exchange. This document is rendering support to the version of the workman.

15.MW1, the only witness examined for the Management has admitted that Ex.W1 indicates that the monthly wages paid to the part time worker were enhanced from Rs.35/- to 75/- with effect from July, 1995 and further that Ex.W2 bears the endorsement made by the department people. He stated that the RM is not competent to make any such endorsement. But the office incharge is the person who made the various endorsement in Ex.W3 as per the official seal affixed. Certainly the office incharge will be the competent person to make such entries. There is substantial cross examination of MW1 regarding the time which one takes for attending to various duties which the workman has been attended to, as per various entries in Ex.W2. A perusal of the said entries coupled with the answers given by MW1 in his cross examination to the questions put to him regarding the time required for attending to such works, give rise to a reasonable understanding that atleast 4 to 5 hours per day time is required for one to attend to all these duties. MW1 got no knowledge that 48 batteries were there to be cleaned each day apart from filling them up with distilled water. Ex.W2 shows that Several rooms ought to be cleaned daily, a pot of water is to be brought for drinking, apart from it, the staff were to be attended to, by supplying them with coffee, tea etc.. as per the contentions put forth before the court.

16.In view of the above discussed evidence on record, one can clearly understand that Petitioner has been engaged as part time sweeper for the KD Peta exchange of Narsipatnam by the Respondent Management

and he worked so from June, 1994 to December, 2000 and during this period his wages were also revised by the Respondent officials and further that he was not allowed to work since January, 2001 and thus, he could not attend to the same since then. He was not explained the reason why his services were so terminated by the Respondent Management, evidently.

17.The workman, who worked for more than five years continuously for the Respondent Management, is certainly entitled for the benefits provided for by the Industrial Disputes Act, 1947. He can not be retrenched/ removed from service without complying with the mandatory pre-requisites provided for under Sec.25F of the Industrial Disputes Act, 1947. But, Respondent has not complied with these mandatory pre-requisites. Thus, there is violation of law. Further, there is violation of principles of natural justice, since, the workman is kept in dark as to the reason why his services were abruptly terminated by the Respondent Management. Therefore, this action on their part is arbitrary and unjust.

This point is answered accordingly.

#### **18. Point No.II:**

In view of the finding given in Point No.I the action of the Respondent Management in terminating the services of the workman with effect from January, 2001 is illegal, arbitrary and unjust. Therefore, the workman is entitled for reinstatement into service with all attendant benefits.

19.It is the specific contention of the workman that he could not secure any other employment inspite of his best efforts. There is no contra evidence to show that he could secure alternative employment. In the circumstances the workman is entitled for back wages as well.

This point is answered accordingly.

#### **Result:**

In the result, the reference is answered accordingly.

The action of the Management of Bharat Sanchar Nigam Limited, Visakhapatnam, in terminating the services of the workman Sri T. Butchi Babu, part time worker(Sweeper) KD pet, with effect from 2.1.2001 is hereby declared as illegal and unjustified and therefore, it is hereby set aside. The workman shall be reinstated into service with effect from 2.1.2001. He is entitled for all attendant benefits including back wages.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 9th day of April, 2014.

M. VIJAYA LAKSHMI , Presiding Officer



**Appendix of evidence**

Witnesses examined for the  
the Petitioner

Witnesses examined for  
Respondent

WW1: Sri Tangeti Butchi  
Babu

MW1 : Sri U. Rama Krishna

**Documents marked for the Petitioner**

- Ex.W1 : Appointment letter issued by Div.  
Engineer dated 20.7.1995
- Ex.W2 : Service Register from 1994 to 2000
- Ex.W3 : Office copy of conciliation proceedings  
dt.4.6.2004
- Ex.W4 : Office copy of conciliation proceedings dt.  
20.3.2004
- Ex.W5 : Office copy of conciliation proceedings dt.  
25.3.2004
- Ex.W6 : Office copy of letter by GM to ALC(C)  
dt.18.12.2003
- Ex.W7 : Photostat copy of reference order dt.  
22.12.2004

**Documents marked for the Respondent**

- Ex.M1 : Photostat copy of the representation of the  
Petitioner dt. 31.10.94

**Documents marked by the Court**

- Ex.X1 : Photostat copy of the Lt.No.E-9/Genl/SDE/  
2011-13/49 dated 8.5.2013 approval reg.  
relief of MW1 for cross examination.

नई दिल्ली, 8 मई, 2014

**का.आ. 1532.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा कमीशनर म्युनिसिपल कारपोरेशन ऑफ दिल्ली के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 161/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-42012/55/2012-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

**S.O. 1532.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 161/2002) of the Central Government Industrial Tribunal/Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of the Commissioner, Municipal Corporation of Delhi and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-42012/55/2012-IR(DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE DR.R.K.YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**I.D. No.161/2012**

The General Secretary,  
Nagar Nigam Karamchari Sangh,  
Delhi Pardesh, P-2/624,  
Sultanpuri, Delhi - 110045

.....Workman

**Versus**

The Commissioner,  
Municipal Corporation of Delhi  
Town Hall, Chandni Chowk,  
Delhi - 110006

...Management

**AWARD**

On 22.05.1993, Shri Jitender, S/o Shri Jag Saran was engaged as a daily wager safai karamchari by Municipal Corporation of Delhi (hereinafter referred to as the Corporation). He served the Corporation as daily wager safai karamchari for a considerable period. His services were regularized as safai karamchari on 02.06.2006. After regularization of his services as safai karamchari, Shri Jitender joined duties in Shahdara (South) Zone of the Corporation. After about six years, Shri Jitender approached the Nagar Nigam Karamchari Sangh (hereinafter referred as the union) with a grievance that his services should have been regularized by the Corporation from the date of his initial engagement. The union raised a dispute before the Conciliation Officer in that regard. Since the Corporation contested the dispute, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/55/2012-IR(DU), New Delhi dated 08.11.2012 with following terms :

“Whether action of the management of Municipal Corporation of Delhi (MCD) in denying regularization of services in proper pay scale alongwith consequential benefit to Shri Jitender S/o Shri Jag Saran, safai karamchari, from the date of initial appointment of the workman i.e. from 22.05.1993 till he was regularized with effect from 02.06.2006 is justified or not. If not, what relief is he entitled to and from which date?”

2. In the reference order, the appropriate Government commanded the parties to the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite party involved in the dispute. Despite directions, so given, Shri Jitender opted not to file his claim statement with the Tribunal.

3. Notice was sent to Shri Jitender by registered post on 03.12.2012, calling upon him to file claim statement before the Tribunal on or before 02.01.2013. This notice was sent to him through the union at its address P-2/624, Sultanpuri, Delhi, the address provided by the appropriate Government in order of reference. Neither the claimant nor the union responded to the notice, so sent.

4. Since none came forward on behalf of the claimant to file his claim statement, fresh notice was sent to him by registered post on 02.01.2013 calling upon him to file claim statement before the Tribunal on 29.01.2013. Notice was again transmitted to the claimant by registered post on 31.01.2013 asking him to file his claim statement on or before 20.02.2013. Lastly, notice dated 22.02.2013 was sent by registered post commanding the claimant to file his claim statement before the Tribunal on or before 22.03.2013. Neither the postal articles, referred above, were received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the claimant. Despite service of these notices, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf.

5. Since onus of the question referred for adjudication was there on the Corporation, it was called upon to file its response to the reference order. In its response, the Corporation presents that the claimant was regularized as safai karamchhari vide office order No.98/AC/DEMS/DA-V dated 02.06.2006 in Shahdara (South) Zone, when vacancy was available in that regard. Since services of the claimant have been regularized on availability of a vacancy, claimant is not entitled to any relief or regularization of his services from the date of initial engagement on 22.05.1993, pleads the Corporation.

6. Arguments were heard at the bar. None came forward on behalf of the claimant to advance arguments. Shri Umesh Gupta, authorized representative, raised submissions on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

7. As projected by Shri Gupta, the Corporation follows policy of regularization in a phased manner, of its employees who are engaged on daily wages. Policy of the

Corporation is based on resolution passed in that regard. When a vacancy is available, senior most employee engaged as daily wagger is regularized against it. As highlighted by the Corporation, vacancy was available for regularization of services of the claimant on 02.06.2006 and as such his services were regularized as safai karamchhari. Prior to that date, there was no vacancy available, hence services of the claimant could not be regularized. To rebut submissions advanced, claimant has not come forward even to present his claim statement, not to talk of establishing his cause by way of evidence in that regard. No material has been projected before the Tribunal on behalf of the claimant to highlight that there was a vacancy on the date when he engaged as daily wagger. In the absence of a regular vacancy, services of the claimant were not regularized by the Corporation. There is nothing over the record to suggest that vacancy was available for the claimant prior to 02.06.2006. Hence, action of the Corporation in not regularizing services of the claimant prior to 02.06.2006 cannot be faulted.

8. The dispute under reference has been raised in the year 2012 and cause for regularization of service relates to the year 1993. As is obvious section 10(1) of the Industrial Disputes Act, 1947 (in short the Act) does not prescribe any period of limitation for making reference of the dispute for adjudication. The words 'at any time' used in sub section (1) of section 10 of Act does not admit of any limitation in making an order of reference. Law of limitation, which might bar any Civil Court from giving remedy in respect of lawful rights, cannot be applied by Industrial Tribunals. However, policy of industrial adjudication is that stale claim should not be generally encouraged or allowed unless there is satisfactory explanation for delay. In *Shalimar Works Ltd.* [1959 (2) LLJ 26], the Apex Court pointed out that though there is no limitation prescribed in making reference of the dispute to Industrial Tribunal, even so, it is only reasonable that disputes should be referred as soon as possible after having arisen and on failure of conciliation proceedings. In *Western India Match Company* [1970 (2) LLJ 256] the Apex Court observed that in exercising its discretion, Government will take into account time which has lapsed between its earlier decision and the date when it decides to consider it in the interest of justice and industrial peace to make the reference for adjudication. Same view was taken in *Mahabir Jute Mills Ltd.* [1975 (2) LLJ 326]. In *Gurmail Singh* [2000 (1) LLJ 1080] Industrial Adjudicator dismissed the reference on the ground that there was delay of 8 years in raising the dispute, which delay was condoned by the Apex Court and it was ordered that the workman would not be entitled to any back wages for the period of 8 years but would be entitled to 50% of wages from the date it raised the dispute till the date of his reinstatement. In *Prahalad Singh* [2000 (2) LLJ 1653], the Apex Court approved the award of the Tribunal in not granting any

relief to the workman who preferred the claim after a period of 13 years without any reasonable or justifiable grounds. From above decisions, it can be said that the law relating to delay in raising or reference of dispute is bereft of any principles, which can be easily comprehended by the litigants.

9. As emerge out of the reference order claim for regularisation relates to the year 1993. The claimant approached the union in 2012 and thereafter matter was raised before the Conciliation Officer. It is evident that the claimant approached the union after a period of 6 years, on being regularized on the post of a safai karamchari. His steps in that regard highlights that he slept over the matter for an unreasonable period. No explanation has been advanced for the delay. It is crystal clear that claim for regularisation was stale, when the claimant knocked the door of Conciliation Officer. His claim is to be thrown away on account of delay and laches.

10. In view of reasons detailed above, it is clear that the claimant has not been able to establish that he was entitled for regularization of services since the date of his initial engagement as daily wager. It has also not been shown that there was a vacancy for regularization of his services even prior to the date when his services were in fact regularized. As such, claimant is not entitled to any relief. Even otherwise a stale cause has been referred for adjudication, which fact disentitle the claimant for relief of regularization from the date of his initial engagement. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated : 28.03.2014

नई दिल्ली, 8 मई, 2014

**का.आ. 1533.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा सुपरिंटेंडिंग इंजीनियर (कोऑर्डिनेशन) इलेक्ट्रिकल सीपीडब्ल्यूडी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 162/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[ सं. एल-42011/16/2000-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

**S.O. 1533.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 162/2011) of the Central Government Industrial Tribunal/Labour Court No. 1, Delhi now as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of the Superintending Engineer (Coordination), Electrical, CPWD and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-42011/16/2000-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA COURTS COMPLEX, DELHI

ID No.162/2011

CPWD Karamchari Union,  
President, Plot No.1, Aram Bagh,  
Near Udasin Mandir, Paharganj,  
New Delhi-110055.

....Workman

#### Versus

The Superintending Engineer (Co-ordination),  
Electrical, C.P.W.D.,  
Room No.401 A, 4th Floor, IP Bhawan,  
New Delhi-110002.

.....Management

#### AWARD

Central Public Works Department (hereinafter referred to as the management) engages casual employees on muster roll/hand receipt basis. Shri Satbir Singh, Shri Jai Inder, Shri Sahi Ram and Shri Chander Shekhar were engaged on 11.08.1986, 04.08.1986, 02.10.1986 and 16.10.1986 respectively. All of them were engaged as khalasi/E & M Operator on hand receipt basis. One Shri Mohd. Zafar was engaged as pump operator on 26.03.1987 on muster roll. His services were regularized by the management on 29.12.1994. Feeling aggrieved by that act of the management, aforesaid employees raised a demand seeking regularization of their services, which demand was not conceded to. Ultimately, they approached the Conciliation Officer. However, the management contested their claim and as such conciliation proceedings ended into a failure. On consideration of failure report, so submitted, by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No.L-42011/16/2000/IR(DU), New Delhi dated 30.06.2000 with following terms:

“Whether the action of Executive Engineer (Electrical), Division No.8, Supdt. Engineer (Co-ordination) Electrical and DG, CPWD, New Delhi in not regularizing the services of Shri Satbir Singh, Khalasi, Regn. No.T/8450/89-Pusa S/o Shri Khem Chand, Shri Jai Inder, EM Operator (On hand receipt) Regn. No.T/1273/81, S/o Shri Charan Singh Gaur, Shri Sahi Ram, Khalasi Regn. No.T/1147/Pusa S/o

Shri Kale Ram and Shri Chander Shekhar, Khalasi S/o Shri Satyavart with effect from 11.08.1986, 04.08.1986, 28.10.1986 and 16.10.1986 respectively is legal and justified? If not, to what relief the said workmen are entitled and from what date?"

2. Claim statement was filed on behalf of Shri Satbir Singh, Shri Jai Inder, Shri Sahi Ram and Shri Chander Shekhar, pleading therein that they joined as Khalasi/E&M Operator with the management on hand receipt basis. Shri Satbir Singh joined on 11.08.1986, Shri Jai Inder joined on 04.08.1986, Shri Sahi Ram joined on 02.10.1986 and Shri Chander Shekhar joined on 16.10.1986. Claimants project that they rendered continuous service for more than 240 days in almost all calendar years, except the year 1986. No steps were taken by the management to regularize their services when juniors to them in service were made regular. Pick and choose policy was adopted by the management for regularization of services of casual employees. Fundamental rights, accorded to them under Article 14 and 16 of the Constitution, were violated. They claim that an award may be passed commanding the management to regularize their services since the date of their initial engagement(s).

3. Claim was resisted by the management pleading that the Government has imposed ban on engagement of casual employee on muster roll/hand receipt basis, vide order dated 19.11.1985. On account of imposition of that ban, services of the claimants could not be regularized. However, it was not disputed by the management that Shri Satbir Singh was engaged on 11.08.1986, Shri Jai Inder, on 04.08.1986, Shri Sahi Ram on 02.10.1986 and Shri Chander Shekhar was engaged on 16.10.1986. It has been pleaded that the claimants were being paid wages and allowances equal to regular employees. On account of imposition of the ban, as aforesaid, their services could not be regularized. It has been claimed that the dispute raised by them is not maintainable, hence it may be dismissed.

4. Vide order dated 21.05.2002, the Tribunal ordered, on application moved by the management, that no fresh written statement can be filed. However, the Tribunal opined that the management may file additional written statement. Pursuant to the said order, additional written statement was filed by the management on 02.07.2002.

5. As projected above, management was permitted to plead additional facts than those not pleaded in its written statement, by way of filing additional written statement. In its so called additional written statement, the management tried to take away admissions made in the written statement relating to the period for which the claimants had worked with it. These facts cannot be termed as additional written statement, as permitted by the Tribunal. Therefore, contents of the additional written statement cannot be read to adjudicate the controversy.

6. Vide order No.Z-22019/6/2007-IR(C II), New Delhi dated 11.02.2008, the case was transferred to Central Government Industrial Tribunal No.2, New Delhi, for adjudication by the appropriate Government. It was retransferred to this Tribunal for adjudication, vide order No.L-42011/16/2000/IR(DU), New Delhi dated 30.03.2011 by the appropriate Government.

7. It would not be out of place to mention here that the claimant Shri Sahi Ram expired on 09.01.2004 and his widow, namely, Ms. Sudesh Devi was impleaded in the matter.

8. To substantiate the claim, Shri Satbir Singh, Ms. Sudesh Devi, Shri Jai Inder and Shri Chander Shekhar entered the witness box. To rebut facts presented by the aforesaid witnesses, Shri Ranbir Singh, Executive Engineer, testified facts. No other witness was examined by either of the parties.

9. Arguments were heard at the bar. Shri B.K. Prasad, authorized representative, advanced arguments on behalf of the claimants. Shri S.S. Popli, authorized representative, raised submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

10. This Tribunal has to try the question of which parties are at issue and not on those on which they have agreed. It is settled proposition of law that no proof need to be given on facts which the parties or their agents agree to admit at the hearing or which before the hearing, they agree to admit by writing under their hands or by any pleadings in force at that time or are deemed to have been admitted by them. Admission in pleadings stand on a higher footing than evidentiary admission. Such admissions are fully binding on the parties that made them and constitute waiver of proof. They, by themselves, can be made the foundation of the rights of the parties. On the other hand, evidentiary evidence which are receivable at the trial as evidence are by themselves not conclusive and they can be shown to be wrong. Law to this effect was laid by the Apex Court in *Nagin Das* (AIR 1974 SC 471).

11. As noted above, the management, in its written statement filed on 09.02.2001, admits the details of work done by the claimants as correct, as pleaded by them in para 5 of their claim statement. By this admission, the management makes it apparent that the claimants worked continuously for 240 days in every calendar year from 1987 till 1997. Even otherwise, Shri Satbir Singh, Shri Jai Inder, Shri Chander Shekhar deposed that they worked continuously with the management since 1986 till 1997. Ms. Sudesh Devi also deposed that her husband worked continuously from October 1986 till 2004. Facts unfolded by these witnesses were not assailed by the management



when their depositions were purified by an ordeal of cross examination. Therefore, it is concluded that the claimants continuously worked for 240 days in every calendar year with the management from 1986 to 1997.

12. As testified by the claimants, services of Shri Satbir Singh, Shri Chander Shekhar and Shri Jai Inder were regularized with effect from 11.12.2006. Shri Sahi Ram expired on 09.01.2004, as testified by Ms. Sudesh Devi, his widow. He was granted temporary status with effect from 01.09.1993. After death of Shri Sahi Ram, death cum retirement gratuity amount was released in favour of Ms. Sudesh Devi. She unfolds that services of her husband were never regularized by the management. These facts are not in dispute.

13. Claim of the claimants, for regularization of their services prior to December 2006 have been denounced by the management. Shri Popli argued that since services of Shri Satbir Singh, Shri Jai Inder and Shri Chander Shekhar have been regularized, which action of the management was not assailed by them, hence it does not lie in their mouth to assert that they were entitled to regularization of their services since the date of their initial engagement. Since Shri Sahi Ram breathed his last in January 2004, he could not be regularized thereafter. According to Shri Popli, there was no vacancy for regularization of Shri Sahi Ram till January 2004. Contra to it, Shri Prasad projects that Shri Mohd. Zafar, junior to the claimants, was regularized in December 1994. They have been discriminated and the management is to be commanded to regularize services of the claimants from the date when their junior was regularized.

14. Shri Ranbir Singh unfolds in his affidavit Ex. MW1/A, tendered as evidence, that Shri Mohd. Zafar was engaged as khalasi on muster roll on 26.03.1987. It is not a disputed fact that he was engaged much after the date(s) when claimants were engaged by the management. His services were regularized on 29.12.1994, deposed Shri Ranbir Singh. He explains that Mohd. Zafar was not engaged on hand receipt basis, hence, claimants were placed differently than him.

15. Service conditions and recruitment rules in respect of work charged staff are detailed in Volume III of CPWD Manual (in short the Manual). Work charged staff is employed on actual execution of a specific work, sub-works of specific works etc. Work charged staff is quite comparable to an employee of regular category. Paragraph 26.01 of Volume III of the Manual details as to how a muster roll employee can be engaged. It has been detailed therein that muster roll employee should be engaged only for seasonal work or on original works done departmentally and to the barest minimum on a wage notified by the Central Government/State Government, whichever is higher, from time to time. An employee engaged on a muster roll is not a regular Government employee but is a casual employee

engaged on day to day basis. Vacancies of muster roll should be filled through nominees of the nearest Employment Exchange unless the Employment Exchange certifies that they are unable to supply candidates. Paragraph 23.02 of the Manual makes it apparent that in certain matters, powers have been delegated to the Assistant Engineers to employ muster roll labour without reference to the Employment Exchange.

16. Paragraph 26.03 of the Manual lays down limits of service and other conditions for muster roll employees, which are reproduced thus :

#### 26.03 Limits of service and other conditions

- (i) Normally the Muster Roll staff should be employed on jobs of purely casual nature and for short durations. However, whenever the work for which such labour is required is likely to continue for long period or is of a continuous nature, the services of Muster Roll labour should not be dispensed with merely to avoid payment of retrenchment compensation.
- (ii) The requirement regarding recording of certificate about the employment not exceeding 90/180 days is done away with. However, certification regarding engagement of labour on Government Works and through Employment Exchange is to be continued.
- (iii) The terminal benefits, if and when admissible under the statutory rules should be paid to muster roll employees while terminating their services.
- (iv) The muster roll workers should be paid compensation under Workmen Compensation Act, 1923, where admissible.
- (v) The acceptance are otherwise of muster roll labour and the date of employment and terminating of services of muster roll labour should be recorded in the identity card of the candidate supplied by the Employment Exchange.
- (vi) Registers and records as required under the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 in respect of workers covered under the Act and Rules should be maintained. Also wage slips as prescribed under Minimum Wages (Central) Rules 1950, should be issued to the worker concerned under the Act.
- (vii) The muster roll labour should not be employed on overtime work except with prior approval of the Chief Engineer or D.G.(W). In an extreme urgency where it is not possible to obtain prior approval, it should be obtained immediately thereafter.

- (viii) The muster roll labour should be paid wages as notified under the Minimum Wages Act, 1948 from time to time by Central/State Government/Union Territory, whichever is higher.
- (ix) The muster roll labour should not be appointed in sensitive places, like Rashtrapati Bhavan, Parliament House, P.M. House without the antecedents of the workers having been verified.
- (x) In the Divisional offices, a chronological record of service of each employee on muster roll should be maintained in a register indicating clearly date of appointment, the date of termination of service etc.

17. Rules relating to engagement of an employee, on hand receipt basis, nowhere finds place in Volume III of the Manual. When ban was imposed by the Government on engagement of an employee on muster roll, vide order dated 19.11.1985, officers started engaging casual employees on hand receipt basis. Therefore, engagement of an employee for day to day casual jobs was made by the management and a new category was devised, namely, employee engaged on hand receipt basis. This category of employees was akin to employees engaged on muster roll, as is evident from documents, appreciated herein under. Ex.MW1/5 deals as to how an employee engaged on muster roll/hand receipt basis would be regularized in services of the management. Ex.MW1/3, Ex.MW1/4 and Ex.WW2/M3 are orders issued by the management on the strength of which services of the aforesaid claimants were regularized. These documents make it apparent that for the purpose of regularization of their service, muster roll/hand receipt employees are treated at par by the management. Ex.WW1/5 also bring it to light that for the purpose of regularization, employees engaged on muster roll are treated at par with the employee engaged on hand receipt basis. These facts bring it to light that the management treated muster roll employees at par with an employee engaged on hand receipt basis.

18. Now, on turning to facts, it came to light that Shri Ranbir Singh concedes that Shri Dinesh Lal joined services of the management for the first time on 12.08.1986 on hand receipt basis. Services of Shri Dinesh Lal was regularized with effect from 06.09.1992. As projected above, Shri Satbir Singh joined on 11.08.1986 while Shri Jai Inder joined on 04.08.1986. Thus, both of them were senior to Shri Dinesh Lal. It is emerging over the record that when services of Shri Dinesh Lal, junior to Shri Satbir Singh and Shri Jai Inder, was regularized above claimants were at par with him.

19. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be

treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

20. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

21. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

22. As per facts unfolded by Shri Ranbir Singh, Shri Dinesh Lal joined services with the management on hand receipt basis, while Shri Satbir Singh and Shri Jai Inder



also joined services with the management on hand receipt basis. Shri Dinesh Lal joined on 12.08.1986, while Shri Jai Inder and Shri Satbir Singh joined on 04.08.1986 and 11.08.1986 respectively. Both of them were on that very pedestal on which Shri Dinesh Lal was on the date when services of the latter were regularized. Therefore, their cases are identical to the case of Shri Dinesh Lal. All of them are in the same bracket. It cannot be said that there were disparity in facts and circumstances of the case of Shri Dinesh Lal on one hand and Shri Satbir Singh and Shri Jai Inder on the other.

23. Can management be permitted to discard seniors and regularize services of a junior? Answer lies in negative. In Bal Kishan [1990 (I) LLJ 61] the Apex Court announced that no junior shall be confirmed or promoted without considering the case of his senior. The observations made by the Apex Court are reproduced thus :

“In service, there could be only one norm for conferment or promotion of persons belonging to the same cadre. No junior shall be confirmed or promoted without considering the case of his senior. Any deviation from this principle will have demoralizing effect in service apart from their being contrary to Article 16(1) of the Constitution.”

24. In view of the above facts and law, it is evident that Shri Satbir Singh and Shri Jai Inder were not persons of different category than the one in which Shri Dinesh Lal was. They cannot be treated differently. Steps of the management in ignoring them in the matter of their regularization are uncalled for and arbitrary. Resultantly, the management is commanded to regularize services of Shri Satbir Singh and Shri Jai Inder with effect from the same date on which Shri Dinesh Lal was regularized. In case of no vacancy, supernumerary posts be created and their services be regularized with effect from 06.09.1992, with all consequential benefits.

25. As noted above, employees engaged on muster roll/hand receipt basis are casual employees and treated at par by the management in the matter of regularization of their services. Hence it does not lie in the mouth of the management to claim that Shri Mohd. Zafar was placed differently than Shri Sahi Ram and Shri Chander Shekhar were placed, relating to their status in service. They would be regularized in service by the management with effect from 29.12.1994, the date on which Shri Mohd. Zafar was regularized. In case of no vacancy for them too, supernumerary posts be created and their services be regularized with effect from 29.12.1994 with all consequential benefits. An award is, accordingly, passed. It be sent to the appropriate Government.

Dr. R.K.YADAV, Presiding Officer

Dated : 28.04.2014

नई दिल्ली, 8 मई, 2014

**का.आ. 1534.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा डिपार्टमेंट ऑफ पोस्ट्स, दार्जिलिंग डिवीजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 09/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-40012/38/2009-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

**S.O. 1534.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 09 of 2010) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Posts, Darjeeling Division and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-40012/38/2009-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 09 of 2010

#### PARTIES :

Employers in relation to the management of D/o  
Posts, Darjeeling Division

#### AND

Their workmen.

#### PRESENT :

Justice Dipak Saha Ray, Presiding Officer

#### APPEARANCE :

On behalf of the : None  
Management

On behalf of the : None  
Workmen

State: West Bengal.

Industry: Port & Dock.

Dated: 24th April, 2014

#### AWARD

By Order No.L-40012/38/2009-IR(DU) dated  
24.06.2009 the Government of India, Ministry of Labour in

exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Head Post Office, Siliguri, in terminating the services of Shri Chandan Roy, w.e.f. 28/08/2008 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. When the case is taken up today for hearing, none appears on behalf of either of parties. It appears from the record that on the last date, i.e., on 19.03.2014 none appeared on behalf of the workman. Considering the above facts and circumstances and the conduct of the union it may reasonably be presumed that the union/workman is not interested to proceed with the instant reference case further. Perhaps the workman has no grievance against the management at present.

3. Considering the above facts and circumstances, instant reference is disposed of by passing a “No Dispute Award”.

Justice DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,  
The 24th April, 2014.

नई दिल्ली, 8 मई, 2014

**का.आ. 1535.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा एजीक्यूटिव इंजीनियर नोएडा सेंट्रल डिवीजन सीपीडब्ल्यूडी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 201/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-42012/73/2012-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

**S.O. 1535.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 201/2012) of the Central Government Industrial Tribunal/Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Executive Engineer Noida Central Division, CPWD and their workmen, which was received by the Central Government on 07/05/2014.

[No. L-42012/73/2012-IR(DU)]

P. K. VENUGOPAL, Section Officer

## ANNEXURE

### BEFORE DR. R.K. YADAV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL COURT NO. I KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 201/2012

The General Secretary,  
All India CPWD (MRM)  
Karamchari Sangathan (Regd.),  
No.4823, Gali No.13,  
Balbir Nagar Extension,  
Shahdara, New Delhi – 110032

.... Workman

### Versus

The Executive Engineer,  
Noida Central Division, CPWD,  
I.P. Bhawan, New Delhi.

... Management

### AWARD

One Shri Shiv Nandan was engaged by Central Public Works Department (hereinafter referred to as the management) on muster roll with effect from 1985 purely on temporary basis. He was granted temporary status with effect from 01.09.1993. His services were regularized by the management on 14.08.1995, on which date he gave his joining report. However he could not get a medical fitness certificate and expired on 20.08.1995. Despite request of his widow, the management opted not to grant family pension in her favour. She approached the All India CPWD (MRM) Karamchari Sangathan (in short the union) for redressal of her grievance. The Sangh raised a dispute before the Conciliation Officer, who entered into conciliation proceedings. Since the management contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/73/2012-IR(DU), New Delhi dated 03.12.2012, with following terms:

“Whether the action of the management of Central Public Works Department (CPWD) Central Division, CPWD IP Bhawan, New Delhi in not granting the ‘Family Pension’ to Smt. Asha Devi, wife of late Shri Shiv Nandan, Beldar (although he joined as regular beldar with effect from 14.08.1995(A/N) and unfortunately died on 20.08.1995) is justified or not? If not, what relief the Smt. Asha Devi W/o late Shri Shiv Nandan is entitled to and from which date?”

2. Claim statement was filed by Smt. Asha Devi, widow of late Shri Shiv Nandan pleading that Shri Shiv Nandan joined services of the management as beldar on muster roll on 07.05.1985. He worked continuously for 240 days in each year from the date of his employment till his

regularization on 14.08.1995. The claimant pleads that as per judgement of the Hon'ble Apex Court in the case of Surender Singh and others vs. CPWD, the management issued order dated 25.08.1988 for regularization of such workmen within six months. It was also desired that necessary trade test, medical check up etc., whichever is applicable, be conducted at the time of regularizing services of eligible workmen so that necessary appointment letter could be issued to them. Name of Shri Shiv Nandan appeared in the said list. An appointment letter was issued in his favour on 14.08.1995 and he joined duties on the same day. However, he was not referred for medical examination by the management even after his joining. Immediately after joining duties, he fell ill and unfortunately met his death on 20.08.1995. While calculating terminal benefits, the management failed to consider service of Shri Shiv Nandan, rendered on muster roll with effect from 07.05.1985 to 31.08.1993. His legal heirs approached the Authority under Payment of Gratuity Act, 1972, who vide order dated – directed the management for payment of gratuity, with interest. Payment was made by the management in that regard. Shri Shiv Nandan fulfilled the eligibility criteria for grant of family pension. Smt. Asha Devi claims that family pension may be granted to her, including terminal benefits.

3. In the counter, the management projects that Shri Shiv Nandan was engaged as beldar on muster roll with effect from 07.05.1995 purely on temporary basis. He was granted temporary status on 01.09.1993 and he worked as such till 14.08.1995. Considering his earlier services as beldar, an appointment letter was issued on 14.08.1995 on temporary basis in work charged staff for the post of beldar, subject to fulfillment of certain conditions. After submitting his joining report on 14.08.1995(A/N) he was admitted to Dayal Hospital & Maternity Centre, Sector 3, Rohini, New Delhi. He lapsed into deep coma and finally expired on 20.08.1995. There were various conditions stipulated in the appointment letter, which were to be fulfilled before joining regular service. His appointment was to be treated as ineffective without fulfilling those conditions. Shri Shiv Nandan could not fulfil those conditions and his appointment remained ineffective. Above facts were conveyed to Smt. Asha Devi, his widow. Smt. Asha Devi was appointed as beldar on compassionate grounds in Ghaziabad Central Division, CPWD, Hindon. Gratuity amount was calculated for muster roll period only and not for so called regular service.

4. The management pleads that Shri Shiv Nandan was not fulfilling the eligibility criteria for grant of family pension. He had not completed the essential condition, contained in his appointment letter, hence his service could not be treated as regular service. The claim statement may be discarded being devoid of merits, pleads the management.

5. The claimant examined herself to substantiate her claim. Shri D.B. Gupta was examined on behalf of management.

6. Arguments were heard at the bar. Shri Satish Kumar Sharma, authorized representative, advanced arguments on behalf of the claimant. Shri Sanjay Kumar Aggarwal, authorized representative, raised submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

7. As brought over the record by the management, Shri Shiv Nandan was working as beldar on muster roll on temporary basis. He was working on casual basis with effect from 01.09.1993. He was converted to work charged staff (beldar) on 14.08.1995. He expired on 20.08.1995. Shri D.B.Gupta deposes that requisite formalities, as specified in the appointment letter, were not completed by late Shri Shiv Nandan. His appointment remained ineffective, hence his widow is not entitled to family pension.

8. In appointment letter Ex.WW1/6, there are various service conditions, which were to be fulfilled by Shri Shiv Nandan before joining regular service. When appointment letter Ex.WW1/6 is scanned, it came to light that Shri Shiv Nandan had to fulfil certain conditions before being absorbed in regular service. The following conditions, in addition to others, were to be complied with :

Condition No.7 : Prior to his appointment, he is to submit a character certificate on the prescribed format, duly attested by a first class magistrate, District Magistrate or Sub Divisional Magistrate.

Condition No.16 : His appointment shall be temporary, subject to production of medical fitness certificate.

Condition No.28 : Formal appointment order shall be issued on completion of all conditions stipulated in the appointment letter.

Condition No. 29: His appointment shall be temporary till he submits medical fitness certificate. Police verification certifying his character, is to be submitted.

9. Smt.Asha Devi could not dispel the facts testified by Shri Gupta. She herself proved appointment letter Ex.WW1/6. It is not her case that her husband was medically examined and thereafter, he submitted his joining report on 14.5.1995. She could not make out a case to the effect that above conditions were fulfilled by her husband, namely, Shri Shiv Nandan. When facts testified by Shri Gupta and these detailed by the claimant are appreciated it became evident that aforesaid conditions, laid down in appointment letter Ex.WW1/6, were not

fulfilled by Shri Shiv Nandan. Shri Shiv Nandan did not acquire status as a regular employee, since conditions, referred above, were not fulfilled by him. He submitted his joining report in the afternoon of 14.08.1995 and thereafter on the same day was hospitalized, where he breathed his last after six days, on 20.08.1995.

10. Question for consideration would be as to whether Smt. Asha Devi is entitled to family pension? Family pension is granted to the family of a Government servant in the event of his death while in service or after retirement. Family Pension Scheme 1964 was introduced with effect from 01.01.1964. As per the Scheme, in the event of death of a Government servant while in service or after retirement, his family will get family pension if-

(i) In the case of death while in service-

- (a) He has completed a minimum period of one years' service; or
- (b) He had been medically examined and found fit for appointment in Government service when his death occurred before completion of one years' service.

(ii) In case of death after retirement-

He was on the date of death in receipt of pension or compassionate allowance.

11. Family pension is payable to the family of the deceased Government servant/pensioner. In the scheme, family has been defined to mean—

- (i) Wife (whether marriage took place before or after retirement in the case of male Government servant,
- (ii) Husband (whether marriage took place before or after retirement) in the case of female Government service,
- (iii) Unmarried son(s)/unmarried daughters (born before or after retirement) who have not attained the age of 25 years.
- (iv) Widowed daughters/divorced daughter (born before or after retirement) without any age restriction.
- (v) Parents who were wholly dependent on the Government servant when he was alive, provided that the deceased Government servant had left behind neither the widow/widower nor an eligible son or daughter or a widowed/divorced daughter and that the earnings of the parents is not more than Rs.3500.00 per month.

Unmarried son(s) below the age of 25 years or married daughter below the age of 25 years include such sons and daughters adopted before or after retirement.

Wife or husband shall include respectively judicially separated wife and husband.

12. From January, 2006, period for which family pension is payable is as follows :

- (i) In the case of childless widow, for life or till her independent income from all sources becomes equal to Rs.3500.00 per month or more, i.e. even after remarriage.
- (ii) In the case of widow with child (ren) or widower upto to the date of death or remarriage, whichever is earlier.
- (iii) In the case of unmarried son/unmarried daughter, until he/she attains age of 25 years or upto to the date of his/her marriage or till the date from which her/his income becomes equal to Rs.3500.00 or more per month.
- (iv) In the case of widow (including widowed/disabled) /divorced daughter(s) (including disabled) for life up to the date of her remarriage or till the date his/her income becomes equal to Rs.3500.00 or more per month, or death, whichever is earlier. Such daughter shall not be required to come back to her parental home.
- (v) In the case of wholly dependent parents (till his/her death).

13. When facts of the present controversy are gauged through provisions of the scheme referred above, it came to light that Shri Shiv Nandan never rendered service on a civil post. Therefore, his widow is not entitled to any relief of family pension under the scheme. All these aspects make it clear that action of the management in denying family pension to Smt.Asha Devi with all consequential benefits is legal and justified. Smt. Asha Devi is not entitled to any family pension. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : April 28, 2014

नई दिल्ली, 8 मई, 2014

**का.आ. 1536.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा मैनेजमेंट ऑफ बीएसएनएल डिब्रुगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 08/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/05/2014 को प्राप्त हुआ था।

[सं. एल-40012/112/2010-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी



New Delhi, the 8th May, 2014

**S.O. 1536.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 08 of 2011) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the BSNL, Dibrugarh and their workman, which was received by the Central Government on 07/05/2014.

[No. L-40012/112/2010-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

#### PRESENT :

Shri L.C.Dey, M.A., LL.B.  
Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

#### Ref. Case No.08 of 2011

In the matter of an Industrial Dispute between :-

The Management of BSNL, Dibrugarh.

-Vrs-

Their Workman Shri Rantu Rajkonwar, Dibrugarh.

#### APPEARANCES :

For the Workman. : Mr. S. K. Barkataki,  
Advocate

Ms. B. Sarma, Advocate

For the Management. : Mr. B. C. Pathak, Advocate

Date of Award: 30.04.2014

#### AWARD

1. This Reference has been initiated on an Industrial Dispute raised between the employer in relation to the Management of Bharat Sanchar Nigam Limited (in short BSNL), Dibrugarh, and their workman, which was referred by the Ministry of Labour, Government of India, New Delhi vide their order No. L-40012/112/2010-IR(DU) dated 05.05.2011. The Schedule of this Reference is as under.

#### SCHEDULE

“Whether the action of the Management of Bharat Sanchar Nigam Ltd., Dibrugarh represented by the General Manager, BSNL, Dibrugarh, terminating the Services of Shri Rantu Rajkonwar w.e.f. May, 2009, is legal and justified? What relief the workman is entitled to?”

2. On receipt of the order of Reference, this Reference case has been registered and notices were served upon both the parties. Accordingly the workman and the Management appeared and submitted their claim statement/written statement respectively.

3. The case of the workman as it revealed from the Claim Statement submitted by him, in brief, is that the workman was in continuous service under BSNL, Dibrugarh since 2005 to May, 2009 at a monthly payment of Rs. 2500, and suddenly he was terminated without serving any notice or assigning any reason whatsoever from the end of the BSNL, Dibrugarh. Thereafter, the workman raised the dispute before the Assistant Labour Commissioner (C), Dibrugarh, who after receiving the written complaint from the workman notified the same to the Manager, BSNL, Dibrugarh asking to file written comment on the said complaint while the BSNL, Dibrugarh submitted written comment before the ALC(C), Dibrugarh stating therein, amongst other irrelevant things, that the workman was working under a contractor on contract basis but they could not prove in any manner whatsoever that the workman was working under any contractor or that he was a temporary worker. In the mean time the workman was given chance by the ALC (C), to submit Addl. W.S. in support of his claim while the workman applied for official information regarding his service in the BSNL under the R.T.I. Act but the same was refused by the BSNL. During conciliation proceeding the ALC(C), Dibrugarh tried to settle the dispute amicably but failed. Ultimately this dispute was referred to by the Ministry of Labour, New Delhi to this Tribunal. The workman stated that due to the illegal termination from his service he suffered irreparable loss and economic hardship; and unless appropriate adjudication is made after taking into account all the relevant documents submitted by him along with his claim statement considering all the aspects including the workman's age, qualification, length of service and humanitarian ground, the workman will suffer grate loss and injustice.

The workman by filing additional written statement mentioned that he entered the job as Data Entry Worker in BSNL, Telephone Mobile and others since January, 2006 and initially he was paid for Rs. 1500 per month and for the next one and half year he received Rs. 2000 per month and it was increased to Rs. 2,500 for a period of 16 month during his service under SDE (mobile), Dibrugarh and all on a sudden he was terminated from his service on 31.03.09. He also mentioned that he obtained certificate from the Divisional Engineer(mobile), GMTT, BSNL Dibrugarh confirming his employment. The workman stated that he worked under BSNL, Dibrugarh in various capacities with such a meager payment anticipating that his job would be regularized. It is also mentioned that the Management appeared before the ALC (C), Dibrugarh and submitted their written statement along with voluminous documents

relating to appointment of contractors and execution of work has nothing to do with the appointment and termination of the present workman since the workman was not appointed by any contractor. He further pleaded that the management could not place a single document to rebut the claim of the workman regarding his service as stated above. The workman also stated that it was the duty of the Management to submit the attendance records and all alike documents regarding service rendered by the workman and suppression of which will give rise to serious complexities and also to ascertain the certificate concerned which is a manufactured one or not. Hence, the workman prayed for passing award directing reinstatement of the workman with back wages along with compensation to the extent of Rs.5,00,000.

4. The Management, on the other hand, contested the proceeding by filing written statement stating, inter-alia, that the BSNL is a Corporation of the Government of India and a Government Company registered under Companies Act having its head office at Bharat Sanchar Bhawan, New Delhi-1 and the Management is a State within the meaning of Article 12 of the Constitution of India and the Government of India is having a direct and pervasive control over the finance, administration and constitution of the Board of Directors of the said Corporation. It is stated that the workman being a contract labourer engaged by the contractor should have impleaded the contractor as his immediate employer, and hence the reference with the schedule appended is not maintainable in this Forum for proper adjudication of the matter and as such, it is liable to be answered against the workman.

The Management averred that considering the increase in works of contingent nature, it decided to get the work done through the contractor by tender system and accordingly the Management floated tender by issuing Notice Inviting Tender (NIT) on 22.12.2006 for the work of Data Feeding and record creation in computer in various offices of Telecom District, BSNL, Dibrugarh. The said bids were opened on 16.1.2007 by the Tender Opening Committee where as many as six contractors participated but the said NIT was cancelled. Thereafter another NIT was issued on 29.9.2007 for the similar works and on similar terms and conditions for getting the works to be done through the contractor with the price fixed for each and every item against the said NIT. As many as six contractors participated and they were recommended by the Technical Evaluation Committee. Accordingly agreement was executed on 2.1.2008 with the contractors namely M/S H.I. Electrical, Dibrugarh, Electro Power Associates, Dibrugarh, R.M. Enterprise, Dibrugarh, Data Com Computer Services, Dibrugarh, S.M. Electrical, Dibrugarh and R.K.Traders, Dibrugarh. During the period of operation of work order, certain modification of works order were made mutually

and all the 6 contractors were accordingly intimated the modification vide letter dated 28.7.2008. Again NIT was issued on 21.11.2008 for Data Feeding and record creation in computer for the Management while the contractors namely Elector Power Associates, R.K. Traders, Data Com Computer Services, H.I. Electricals and Data Computech were found qualified. Accordingly the work order was issued on those five contractors on 21.8.2009. It is also mentioned that the Corporate Office of BSNL vide their Circular letter dated 28.8.2008 made it clear that the contractor is the immediate employer of the contract labourer though BSNL is the principal employer. In any dispute, the contractor is the main person to be involved for redressal of such dispute and he is to be impleaded. The Management further stated that on receipt of a notice from the ALC (C), Dibrugarh along with the documents appeared before the ALC(C), Dibrugarh and submitted the written statement; and in this connection a conciliation was held but it failed.

It is also pointed out by the Management that the workman along with his written statement submitted a copy of certificate allegedly issued by one Sri Ambika Deori, SDE (Phones), Dibrugarh, BSNL on 24.8.2007 and one Sri Kanak Saikia of BSNL, Tinsukia by certifying the workman to be working in BSNL Tower appeared from February, 2009 to June, 2009 and as a helper under contractor for underground cable work. Thereafter, the Management issued show cause notice upon the said 2 officers who alleged to have issued the certificate. While the Officers concerned namely Ambika Deori and Kanak Saikia explained that they never issued any such certificate. Thereafter the Management with their all sincerity and promptness tried to find out if there was any evidence available in support or against the workman, at least if there was any evidence with the contractor, the Management issued letter to such contractors seeking details of the workmen, if any, were engaged by them for Date Entry and record creation in computer as per contract agreement but none of the contractors did response to the said letter except M/S Electro Power Associates who stated in writing that they have no any details of record of manpower who were entrusted to carry out the work of Data Feeding and Record Creation.

The Management pleaded further that the contention of the workman that he was engaged in BSNL Tower for other subsidiary works by the BSNL authority under the jurisdiction of SDE(Mobile) since 2005 and he continued to work upto May, 2009; and that the workman was paid Rs.2500 per month; and that the workman was terminated suddenly from the service without any reason verbally are not true. The Management also added that the workman was waiting for regular absorption by the BSNL is also a wild claim as he can not claim for regularization unless he fulfilled certain criteria. Further where a workman is hired



in or in connection with the work of a establishment to produce a given result or the contractor supplies workman for any work of the establishment unless the contractor is a mere camouflage, the workman cannot be treated as an employee of the principal employer.

The Management by filing additional W.S. mentioned that the claim of the workman that he entered into the job as Data Entry worker in BSNL since January, 2006 is totally false and baseless as a workman or an employee can not enter into a job unless he is duly selected and appointed by the employer through process of procedural law but the workman has failed to show any advertisement, requisition made through the employment exchange or any vacancy under the management. The management further stated that the workman cannot claim any benefit under the I.D. Act, 1947 unless he can show on record/ evidence that he has completed 240 days in engagement in any twelve calendar months proceeding to his retrenchment and it is the duty of the workman to prove this contention precedent that he has completed 240 days in service during preceding 12 calendar months during the date of his retrenchment. Hence, the management prayed for rejecting the claim of the workman and to answer the issue raised in the schedule of reference in affirmative.

5. The workman in order to establish his case examined himself alone as W.W.1, while the management in order to justify their pleadings examined three witnesses. Let me examine the evidence of the witnesses adduced by both the sides.

6. The workman witness Sri Rantu Rajkonwar (W.W.1) in his deposition mentioned that he had entered the job as Data Entry worker in BSNL, Telephone Mobile since the month of January, 2006 on monthly payment initially at Rs.1500 per month and for the next one and half year @ 2,000 per month and it was increased to Rs.2,500 for a period of 16 months but suddenly he was terminated on 31.3.2009 without assigning any reason. The workman along with some other co-workers while discharging their duties under the Divisional Engineer Mobile, GMT, BSNL, Dibrugarh issued a certificate on 29.12.2007 confirming their employment which he produced before the Court. He also mentioned that he worked under the BSNL, Dibrugarh in the capacity of Data Entry against which the workman got his remuneration and inspite of getting law payment he did not agitate as he was anticipating that his job would be regularized; and he has no adverse record in his service as he was sincere worker. After his termination he knocked the door of the Labour Commissioner (Central), Dibrugarh demanding his service to be reinstated, and raised this dispute. The management did not submit any document while the workman along with other co-workers tried to get the documents by filing application under RTI but on different pretext the matter has been delayed and there was no sign of giving any documents. Later on the

management submitted the written statement and voluminous documents before the learned Tribunal at Dibrugarh and all the documents relate to contract work and execution of the same with some contractors. The Management stated that the workman was engaged through the contractor and mentioned the name of a number of contractors to whom they had given contract but due to fertile exercise of the Management the conciliation proceeding failed. The workman categorically mentioned that he was never appointed by any contractor, whereas the certificate dated 29.12.2007 were issued by the Divisional Engineer Mobile GMT, BSNL certifying that the workman have been engaged in Data Entry work in the BSNL, Telephone and other since January, 2006 on contractual basis. He also mentioned that the management issued a show cause notice against the concerned officer who retired from service asking explanation for issuing certificate and in this way the management wants to brand the certificate dated 29.09.2007 to be a manufactured one thus it leads an expert opinion like hand writing expert in order to break the service. The workman also said that the Management could not place a single document to rebut his claim regarding his service, on the contrary, the management has placed a big hip of documents relating to the execution of contracts by contractors. He also added that it was the duty of the Management to submit the Attendance, all allied documents regarding service rendered by the workman; and suppression of which will give rise to serious complexities and also to ascertain the certificate which is a manufactured one or not. Hence, the workman prayed for passing award for his reinstatement with backwages and to pass an order for paying compensation to the extent of Rs. 5,00,000.

During his cross-examination he stated that he was engaged by the management as Data Entry Operator under the management and was paid Rs. 1500 for about 4 months and thereafter @ Rs. 2000 for about one year and @ Rs. 2500 for about 2 and half an years but he mentioned that he has not got any written documents regarding his appointment. He also said that he could not say the name of the Divisional Engineer, Mobile, GMT, BSNL, Dibrugarh who issued him certificate confirming his employment nor could he produce any certificate in that behalf nor could he say that whether he mentioned the date of issue of certificate in his evidence on Affidavit-in-chief. He again said that he was dis-engaged on 31.5.2009 but no dismissal/ disengagement letter was issued, one of the engineer came to office and told him that his work was no more required from following day. He also said that he could not produce any document to show that he worked under the management for 240 days or more continuously proceeding to his dis-engagement but he categorically denied the suggestion that he was engaged by a contractor for performing the Data Entry Works and that the question of issuing appointment letter as well as discharged letter does

not arise. The workman witness No.1 again mentioned that the date of issue of the alleged certificate issued by the Divisional Engineer, Mobile was issued on 29.12.2007 as he mentioned in his evidence-in-chief wrongly, which should have been 29.9.2007. He also confirmed that he has not submitted any certificate issued by the Divisional Engineer, Mobile on 29.9.2007.

The Management witness Sri Ambika Deouri (MW.1) who retired as SDO, North Dibrugarh Secondary Switching Area (SSA) under BSNL, in his evidence stated in the instant reference the workman has relied upon a certificate allegedly issued by him to the effect that he was appointed in the BSNL for Data Entry work for a particular period, allegedly issued by him (MW.1); and on receipt of such averment from the claimant the management made an enquiry and discovered two photo copies of the certificates one allegedly issued by him against the workman and another allegedly issued by Sri Kanak Saikia in favour of the workman. Then the show cause notice was issued by the Management on 6.7.2011 asking him to show cause under what circumstances the alleged certificates were issued. Accordingly, he submitted a reply expressing his denial and mentioned that the workman approached during the month of December, 2008 and January, 2009 with request for providing him against any type of casual works under his control and supervision but he refused the workman. He also mentioned in his report that there was no provision for such work and he never issued any certificate to the workman regarding his working in the department in any period as alleged. He also stated that in his reply he mentioned that if any certificate issued against his name is totally false and fake. He has proved the notice issued by the management vide Exhibit-A and his reply to the said notice vide Exhibit-B. He further mentioned that he did not know the workman prior to the appearance of the workman before him seeking job. During his cross-examination the MW.1 mentioned that he has been working as SDO Phone at Dibrugarh since 2004 till the date of his deposition but he did not know how & who had issued the alleged certificate regarding engagement of the workman. He also said that since he did not issue the alleged certificate he did not consult the record of the office, nor could he say from where the management have received the copy of the alleged certificate enclosed with Exhibit-A. It is also mentioned in his cross-examination that the Attendance Register in respect of regular staff for his office is being maintained and as they did not engage any casual or temporary worker for which the question of maintaining the Attendance Register for the casual/temporary workers does not arise. The MW.1 denied the suggestion tendered by the defence that there are separate Register maintained by the management for regular staff and casual/temporary workers. The Management witness No.2, Mr. Konak Saikia, retired SDE, Cable, BSNL made similar statement in course of his deposition that he did

not know the workman Rantu Rajkanwar, and he received a show cause notice from the management vide Exhibit-C wherein he was asked to submit the reply on the question whether he issued any certificate in favour of the workman during his tenure. On receipt of the show cause notice (Exhibit-C) he submitted his reply stating that he did not know the workman Rantu Rajkanwar nor did he issue any certificate in favour of the workman vide Exhibit-D. He also mentioned that he has no knowledge about the reference. In course of his cross-examination he mentioned that he had been working at Dibrugarh only for six months with effect from March, 2008 to August, 2009 for which he did not know who issued the certificate to the workman.

The Management witness No.3 Mr. Dimbeswar Sonowal stated that he has been working as SDE (legal), Office of the General Manager, Telephone, Dibrugarh since 18.2.2013 and prior to that date he was working as SDE Administration under Dibrugarh District since Septemeb, 2009. He mentioned that he has gone through the record and came to know that his predecessor Mr. Rajib Dutta submitted the W.S. in this reference and he himself submitted the additional W.S., but he do not know the workman Rantu Rajkanwar nor could say whether the workman worked under BSNL, Dibrugarh District. He also said that he represented the management before the ALC (C),Guwahati for the conciliation held regarding the matter wherein he categorically mentioned that the workman was not a worker under BSNL at any point of time. He added that from 22.12.2006 to 21.11.2008 the management of BSNL issued tender for work of Data Feeding and creation of record etc. for the Dibrugarh Secondary Switching Area and in response to those tender different contractors submitted their tenders and the works for the purpose was allotted to them issuing work order accordingly but they did not maintain any record of the worker/labourer engaged by the said contractor for the aforesaid works. He also mentioned that after filing of this reference they issued letters to the selected contractor for furnishing the information regarding the name and other particulars in respect of the manpower engaged by them on contractual basis while the only contractor namely M/S Electro Power Associates submitted their reply stating that they did not maintain any record in respect of the workers engaged in Data Feeding and Record creation works, but no other contractors replied to the letter issued by the management. The MW.3 further mentioned that there is no record maintained by the management in respect of the casual workers/contractual workers if the management engaged at any point of time. He said as the workman was not a worker under BSNL and he has made his claim without any basis or genuine cause and hence, the workman is not entitled to any benefit and is liable to be dismissed. In his cross-examination the MW.3 mentioned that on his transfer to Dimapur in the year 2009 he was posted SDE and for a few days he was In-Charge SDE(Legal) but he

has not brought any record in this regard. He also mentioned that he has been authorized to depose in this case and to conduct the proceeding but he has not produced any document regarding authorization by the Management to conduct the case. He further stated that although except M/S Electro Power Associates, the other contractors did not submit the reply to their letter asking the particulars of the manpower, the Management did not issue any reminder to the said defaulting contractors. He categorically mentioned that no Register in respect of Data Entry workers was maintained by the management till date. He also confirmed that he did not know the workman nor had any knowledge whether the workman worked as Data Entry Operator. He further mentioned that he had no knowledge regarding the alleged certificate issued by G.P.Chetia nor did he find any record in respect of the alleged certificate. He categorically denied the suggestion advanced by the learned Advocate for the workman that the workman Rantu Rajkanwar was serving as Data Entry Operator in BSNL, Dibrugarh since 2005 to May, 2009.

7. I have perused the entire Case Record along with the evidence adduced by both the sides as discussed above. I have also heard arguments from both the sides and perused the written arguments submitted by the Learned Advocates for the workman and the Management.

During argument Mr. S. K. Barkataki, Learned Advocate for the workman submitted that the workman was engaged by the BSNL as Data Entry Operator without issuing any appointment letter and served for a period of about 4 years getting monthly salary @ Rs.2500/- per month, and he was discharged illegally without service any notice. He also mentioned that the plea of the management that did neither appointed the workman directly nor through any contractor but it is a fact that the management got the work of Data Entry and Record Creation work through the manpower engaged by the contractors, and as such, it is the duty of the management to produce all the relevant documents in connection with the contract works such as Attendance Register, Pay Bill Register, The allocation of works Register, etc., rather the management produced a heap of documents before this Tribunal relating to Notice Inviting Tender (NIT) etc. Thus the management has failed to justify their plea. Mr. Barkataki also mentioned that the Management issued a certificate showing that the workman worked under BSNL during the relevant period but the management issued show cause notice to Sri Ambika Deuri, SDE Phone and Sri Konak Saikia, retired SDO, Phone who stated that the said certificates were false and manipulated; but the management did not make any further enquiry into the matter in order to save their own skin. Thus the management could not place a single piece of document (such as Attendance Register, Wages and leave Register, allocation of work Register, etc) to support their defence and to rebut the claim of the workman since it is their duty

to rebut producing their own documents to which the workman has no access. Mr. Barkataki, Learned Advocate for the workman also said that the workman has been successfully able to prove his case in support of his engagement.

8. Mr. B.C.Pathak, Learned Advocate for the management on the other hand, submitted that the workman was never engaged by the management and if he was a contract labour engaged by the contractor at all he should implead contractor as his immediate employer. Further the management is a Corporation of Government of India and a Government Company incorporated under Company's Act, 1956 and it is a State within the meaning of Article 12 of the Constitution of India and as such, it has got its own policy and rules regarding appointment of the officer, staff and workman and statutory formalities are required to be fulfilled before taking any step for appointment of manpower in the BSNL. The workman although averred that he was engaged by the BSNL on contractual basis, he has failed to produce any document to the effect that he was appointed by the BSNL and that he was paid monthly salary etc. He further mentioned that the BSNL during the period from 2006 to 2009 flouted tender by issuing NIT for the works of the Data Feeding and Record Creation in computer in various offices of Telecom Office, BSNL, Dibrugarh. In response to the NIT issued from time to time during the aforesaid period, the contractors namely S.M. Electricals, Dibrugarh, Date Computech, Dibrugarh, R.M. Enterpirse, Dibrugarh, Dta Com. Computer Services, Dibrugarh, H.I. Electricals, Dibrugarh, R.K.Traders, Dibrugarh and Electro Power Associate, Dibrugarh submitted their quotations and the works were allotted to them accordingly after scrutiny and acceptance of their quotations by the appropriate authority but the management did not maintain any record regarding the manpower engaged by the said contractors. He also added that on receipt of the notice of this reference the management issued letter asking the contractors for submission of the particulars regarding the manpower engaged by them in order to ascertain whether the workmen worked actually in the BSNL under any contractor but none of the contractors submitted their replies except M/s. Electro Power Associates which also replied that they have no any details of record of the manpower entrusted to carry out the Data Entry and Record Creation in computer. Mr. Pathak also submitted that if the workman served as labourer under contractor there is no direct relationship between the workman and the principal employer i.e. the management and the relationship between the workman and the principal employer comes to an end on expiry of the contract as such, the workman has no right to claim that he was a employee of BSNL directly. Mr. Pathak, Learned Advocate in order to justify his argument referred the decision held by the Hon'ble Supreme Court in Steel Authority of India Ltd. & Ors. Vs. National Union

Waterfront Workers & Ors. reported in (2001) 7 SCC 1 that the contract labour has no right to claim regularization service. Similar views are held by another Constitutional Bench of the Hon'ble Supreme Court in Secretary, State of Karnataka & Ors. Vs. Umadevi (3) reported in (2006) 4 SCC 1. Mr. Pathak also relied upon the decision of the Hon'ble Supreme Court in National Fertilizers Ltd. & Ors. Vs. Somvir Singh, reported in (2006) 5 SCC 493. Wherein it was held that anybody which falls within the definition of State under Article 12 is bound to comply with the Constitutional requirement as enshrined in Articles 14 and 16, when recruitment rules are made employer are bound to comply with the same; and any appointment in violation of such rules would render such appointment in nullity. Thus the workman has miserably failed to establish his plea as regards his engagement by the BSNL as he failed to prove that he was engaged by the BSNL observing the statutory formalities as well as the departmental rules.

Hence, the Learned Advocate for the management submitted that the claim of the workman is liable to be rejected and the reference is to be answered in favour of the management.

9. From the evidence on record it appears that the claim of the workman that he had been in continuous service on Dibrugarh, BSNL since 2005 to 2009 but he could not show a single piece of papers or any other supporting evidence in support of his contention as to his engagement in the BSNL Dibrugarh on contractual basis and the discharging of his duties for such a long period from 2005 to 2009 except two purported certificates alleged to have been issued by Mr. Ambika Deouri, the then SDO, Phone, Dibrugarh and Kanak Saikia, (retired) Cable, BSNL, Dibrugarh but the workman being the custodian of the said 2 certificates, did not produce and proved the said two certificates before the Court although he relied upon these two documents as it appears from both the pleadings and the evidence of the workman on record. The Management, on the other hand, on receipt of the said two purported certificates alleged to have been issued by Ambika Deouri and Konak Saikia made an enquiry asking explanation from the said two officers of BSNL and in their explanation both Sri Ambika Deouri and Kanak Saikia categorically denied that they issued the purported certificate to the workman and this contention of the management is found well established before this Tribunal. On scrutiny of the purported certificate allegedly issued by Sri Ambika Deouri and Kanak Saikia who produced a copy of the said certificate along with his reply to his show cause issued by the management vide Exhibit-A. On scrutiny of the Xerox copy of the alleged certificate it appears that the certificate was issued in favour of the workman by one signatory i.e. SDO, Phone, BSNL Dibrugarh in a plain paper without having any mention of office memo, showing the workman had been working as

helper of BSNL Telephone line maintenance work for 5 months from February, 2009 to June, 2009 but this document has not been proved producing the same before the court by the workman. Another purported certificate alleged to have been issued in favour of Rantu Rajkanwar by Sri Kanak Saikia who produced a copy of the same along with his reply to the show cause vide Exhibit-C to the management and the said certificate also shows that the certificate has been issued on a plain paper without any official reference nor in any official pad. Further in the said certificate there is no mention of the date of issue. For argument sake if we accept the said 2 certificates as genuine it is the duty of the workman to prove those certificates, as it is the established principle of law that one who alleges or asserts the onus is on him to prove. But the workman relying upon the solitary testimony i.e. purported certificates alleged to have been issued by Sri Ambika Deouri and Kanak Saikia, in order to establish that he was engaged by the BSNL in Data Entry and record creation in computer for the period of about 4 years but the workman did not even dare to produce and prove the original certificates before the Court. In the light of the submission of the Learned Advocate for the management and having regard to the evidence of the workman as discussed & decision of the Hon'ble Supreme Court relied upon by the management, it is found that the workman has miserably failed to establish his plea that he was engaged by the management of BSNL at Dibrugarh for the works of Data Entry and record creation in computer.

The workman in his written statement mentioned that he was in continuous service under BSNL, Dibrugarh since 2005 to May, 2009 on a monthly payment of Rs. 2500 per month while in his additional claim statement the workman mentioned that he was working in BSNL, Dibrugarh since the month of January, 2006 and he was terminated on 31.3.2009 while in his evidence the workman mentioned that he was engaged by the BSNL, Dibrugarh since the month of January, 2006 till 31.3.2009. He has also not been able to mention the date of his appointment rather made such a contradictory statements. Further the workman in his evidence on affidavit stated that the date of issue of certificate by the Divisional Engineer mobile on 29.12.2007 while in cross-examination he mentioned that the date of issue of the alleged certificate on 29.12.2007 has been mentioned wrongly which should have been 29.9.2007. Thus the testimony of the workman witness is also found contradictory which casts sufficient doubts as to the credibility of the testimony of the workman. The management vehemently objected to the said purported experience certificate alleged to have been issued by Sri Ambika Deouri and Kanak Saikia, and contended that these are fake, fabricated and manufactured documents. From the circumstances and the conduct of the workman as it revealed from his evidence as discussed above I do not find any reason to reject the plea of the management.



Mr. S.K. Barkataki, learned Advocate for the workman again pointed out that the workman Rantu Rajkanwar has been engaged for more than for about 4 years from 2006 to 2009 and he is entitled to regularization since the workman having continuous service for more than 240 days in a year gives him the right to get regularization but that have been denied by the management showing lame excuse. He also stated that in a catena of judgment in our Supreme Court as well as Hon'ble High Courts including the Gauhati High Court specifically held that for continuation of service without break for not less than 240 days the workman has the legitimate right to get regularization under the management.

10. In *Steel Authority of India Ltd. Vs. National Union Waterfront Workers'* published in (2001) 7 SCC 1 the Constitutional Bench of the Hon'ble Supreme Court observed that where a workman is hired or in connection with the work of an establishment to produce given result or the contractor supplied the workman for any work of the establishment, unless the contractor is a mere camouflage, the workman cannot be treated as an employee of the principal employer. In regard to the question of regularization, permanent continuance of temporary, contractual, casual, daily wage or ad hoc employee appointed/recruited and continued for a long in public appointment dehorse the constitutional claim of public employment has been elaborately discussed by the Hon'ble Supreme Court in *Secretary, State of Karnataka and Ors Vs. Umadevi (3)* and Ors reported in (2006) 4 SCC 1 and it issued direction/guide lines in details to deal with the said matters. In this case the Apex Court, amongst others, held that :—

- (i) the contract labourer has no right to regularization in service,
- (ii) the Court must be careful in ensuring that they do not interfere unduly with the economic/ financial arrangement of the affairs of the State or its instrumentalities or lend themselves the instruments to facilitate the bypassing of the constitutional & statutory mandate.
- (iii) it cannot be said that the temporary, contractual, casual or daily wages employees have been able to establish a legal right to be made permanent even though they have never been appointed in terms of the relevant rules or in adherence of Articles 14 and 16 of the Constitution ;
- (iv) a contractual appointment comes to an end at the end of the contract, an appointment of daily wages or casual basis comes to an end when it is discontinued, and a temporary appointment comes to an end on the expiry of its term.

- (v) when regular vacancies in posts are to be filled up, a regular process of recruitment or appointment has to be resorted to as per the Constitutional Scheme, and cannot be done in a haphazard manner based on patronage or other consideration.
- (vi) the Court must be very careful not to allow sympathy with the plaintiff to effect the judgment of the Court, the sentiment is a dangerous will O' the whips to take as a guide in the search of legal principles;
- (vii) temporary, contractual, casual, daily wage or ad hoc employees appointed dehorse the Constitutional Scheme of public employment claiming right of long continuance of such employee on regular basis in public employment; such employee cannot claim that they are discriminated against vis-à-vis those who have been regularly recruited on the basis of the relevant rules or schemes to be treated at par with the later;
- (viii) The temporary, contractual, casual, daily wagger employees do not have an enforceable legal right to be permanently absorbed nor they can show that the State has legal duty to make them permanent; and a mandamus cannot be issued in favour of the employees directing the government to make them permanent.
- (ix) a total embargo on casual or temporary employment is not possible, given the exigencies of the Administration and if imposed, would only mean that some people who at least get employment temporary, contractually or casually, would not be getting even that employment when securing such employment brings at least some soccure to them.
- (x) the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees;
- (xi) in order to claim regularization the employee concerned is to establish that he had worked continuously duly engaged by the employer for 240 days within a period of 12 months preceding his dismissal/discharge duly engaged by the employer or under a contractor in a mere camouflage, against the vacancy,
- (xii) the theory of legitimate expectation cannot be successfully advanced by, casual or contractual employee;

11. In the instant reference the workman could neither established that he was engaged to perform the job of Data Entry and record creation under the

Management of the BSNL, nor there is any iota of evidence to show that the workman was engaged either directly or through the contactor, or he worked under the direct control and guidance of the management. Also there is nothing on record to show that the workman worked temporary or contractual basis against any permanent vacancy, nor there is anything to show that due process of advertisement and selection was followed by the Management. In *Ranip Nagar Palika Vs. Babuji Gabhaji Thakore & Ors* reported in (2007) 13 SCC 343 wherein the Apex Court categorically observed that the burden of proof lies on the workman to show that he had worked continuously for 240 days for the preceding one year and it was for the workman to adduce evidence apart from examining himself to prove the factum of being in employment of the employer. In *Essen Deinki –vs– Rajib Kumar*, reported in (2002) 8 SCC 400 it was held that mere statement made in an affidavit by the workman in his own favour cannot be regarded as sufficient evidence for any court or Tribunal to come to the conclusion that the workman had, in fact, worked for 240 days in a year. In this reference there is no evidence on record that the workman was ever in employment of the Management. Thus the workman has miserably failed to establish his claim that he worked as data entry and record creation operator in the BSNL Tower & subsidiaries for a period of 4 years from 2005 to 2009.

12. In view of my above discussion and having regard to the ratio of the decision of the cases as discussed above it can safely be held that the workman has not been able to prove that he was in continuous service of the BSNL, Dibrugarh since 2005 to 2009 and performed the works of Data Entry and Record creation and as such, the workman is not entitled to any relief as prayed for. Accordingly this reference is answered in affirmative against the workman.

Given under my hand and seal of this Court on this 30th day of April, 2014 at Guwahati.

Send the Award to the Government as per law.

L. C. DEY, Presiding Officer

नई दिल्ली, 9 मई, 2014

**का.आ. 1537.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 584/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 09/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/114/2003-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

**S.O. 1537.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 584/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 09/05/2014.

[No. L-12012/114/2003-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### PRESENT:

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court

Ahmedabad, Dated 20th February, 2014

**Reference: (CGITA) No-584/2004**

**Reference (I.T.C) No. 58 of 2003(old)**

The Regional Manager,  
Bank of Baroda,  
Opp. Reserve Bank of India,  
Near ADC Bank,  
Ashram Road,  
Ahmedabad (Gujarat)- 3800014

...First Party

#### AND

Their Workman  
Sh. Amrutlal Sankarlal Parmar  
14/4, Nava Vas, Pavagadh Chowk,  
Rakhial, Ahmedabad (Gujarat) ....Second Party

For the first party : Shri Mahindra K. Patel,  
Advocate

For the second party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/114/2003-IR (B-II) dated 20.11.2003, referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule :



**SCHEDULE**

“Whether it is a fact that Shri Amrut Shantilal Parmar was engaged as sweeper during the period from 1996 to 2002 by the management of Baroda. If so, whether the action of the management is terminating him from the service w.e.f. 19.08.2002 is legal and justified? If not, justified, what relief is the concerned workman entitled to?”

2. The case of the workman (2nd party) as per statement of claim (Ext.3) is that he was appointed by Manager of the Kalupur branch of Bank of India as a sweeper in the year 1996 on the vacant post of regular sweeper and he worked as sweeper till 1997 is that branch of Bank. Thereafter from 1998 he was engaged as daily rated sweeper. He worked for 247 days in the year 1999. Thereafter he was engaged as daily rated Sweeper. He worked for 247 days in the year 1999. Thereafter he was engaged as daily wagger under manager of Sadar branch from 14.09.2000. He completed 240 days works in every calendar year. He was not given any appointment letter or I. Card and attendance card. He was getting Rs. 50 per days through voucher. He put demand to bank manager to get him permanent but no heed was paid and he was terminated from 18.08.2002 by oral order. He was not given notice pay and retrenchment compensation prayer is for reinstatement with full back wages and also for any relief to which he is found entitled.

3. The stand/case of the 1st party bank as per written statement (Ext.6) is that there was no relationship of master and servant with Bank, the 2nd party never completed 240 days service in the Bank calendar year. The 1st party has not violated the provision of section 25F of the I.D. Act, 1947. It has denied that 2nd party worked for 227 days in 1998 and 247 days in 1999. It has been denied that the 2nd party was paid Rs. 50 per day on voucher. The 2nd party was not appointed as per the Bank's recruitment rules. Branch manager of any branch has no power appoint any employee. On these grounds prayer made to reject the reference since the 2nd party is not entitled to any relief.

4. On behalf of the 2nd party documents with list (Ext. 7) was submitted on 13.12.2005 which are (1) Certificate of Sr. Branch Manager, Swaminarayan Temple Road branch, Kalupur of B.O.I. dated 29.07.1999 to the effect that Amrut Parmar (2nd party) is staff member of this branch of bank and he may be allowed to attend office during Banking from any curfew bound areas. (2) This is certificate granted by Sr. Manager of the branch of B.O.I. to the effect that Mr. Amrut Parmar worked for 227 days in 1998 (January to December) and for 247 days in 1999 (January to December) (3) This is certificate given by Sr. Branch Manager dated 10.05.2002 then Mr. A.S. Parmar is doing temporary job for cleaning premises of bank branch. (4) This zerox of school leaving certificate that 2nd party leaving school on 30.04.1982 having birth date 20.12.1967

(5) This is caste certificate that the 2nd party belongs to Schedule Caste (6) This is registration card of employment exchange Ahmedabad District in the name of 2nd party (7) This is Zerox of Joint S/B A/c in the name of the 2nd party Amrut S. Parmar and his wife Madhuben A. Parmar running at S.N. Temple branch showing statement from 12.07.2001 to 27.08.2003. This go to show that the 2nd party was paid bonus of Rs. 629 on 19.09.2001 in his S.B .A/c and also an amount of Rs. 417 on 18.04.2003 was deposited as bonus. (8) This self-made zerox copy of statement regards days of work by the 2nd party A.S .Parmar from 22.09.2000 till 19.08.2002 which is not authenticated by the S.N. Temple branch of Bank of India.

5. The 2nd party A.S. Parmar remained absent since pretty long time when the dates in this case was being adjourned for leading evidence by the 2nd party (workman). The 2nd party Amrut S. Parmar failed to attend the court on date in spite of notice. The initial onus lies on the 2nd party (A.S. Parmar) to substantiate the pleading through oral and documentary evidence. Mere, pleading as per statement of claim is not substantive evidence that the 2nd party worked for 240 days in calendar year preceding his alleged oral termination on 19.08.2002. The document shows that he worked for more than 240 days (247 days) in the year 1999 only. But there is no supporting evidence except pleading (not substantive evidence) that he worked 240 days in the year 2000 or 2001 or 2002. There is no evidence that 2nd party was continuously working in view of denial in the w.s. of the 1st party Bank. More show it appears that the 2nd party has lost interest in this reference case and is absent since long.

So the following order is passed :

- (1) The 2nd party has not worked for 240 days in calendar year preceding his alleged oral termination on 19.08.2002.
- (2) The 1st party has not contravened the provision of section 25F of I.D. Act, 1947 and the 1st party was not required to give notice or notice pay in lieu of notice or retrenchment compensation.
- (3) The 2nd party Shri Amrut Shantilal Parmar was not engaged as a Sweeper from 1996 rather he worked in the bank branch at S.N. Temple Road, Kalupur in the year 1999 for 247 days. Thereafter in the year 2000, 2001 and 2002 he worked intermittently of part time cleaning job and never continuously worked.
- (4) Since the 2nd party Amrut Shantilal Parmar has not complied 240 day in calendar year preceding his termination w.e.f. 19.08.2002, so the action of the management of Bank of Baroda is justified and legal.

- (5) The 2nd party is not entitled for reinstatement or any back wage or for any compensation from the 1st party Bank.

This reference is dismissed.

This is my award.

Let copy of award be sent to the appropriate Government for publication u/s 17 of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 9 मई, 2014

**का.आ. 1538.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 23/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 09/05/2014 को प्राप्त हुआ था।

[सं. एल-39025/1/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

**S.O. 1538.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 09/05/2014.

[No. L-39025/1/2010-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

#### PRESENT :

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 2nd day of April, 2014

INDUSTRIAL DISPUTE L.C.No. 23/2004

#### BETWEEN

Sri V. Rajendra Prasad,  
R/o D.No.16/126, Sri Sai Nilayam,  
Vejendla Ramulu Street,  
Chilakaluripet – 522 616.

.....Petitioner

#### AND

1. The General Manager,  
Appellate Authority,  
Union Bank of India,  
Central Office, Mumbai.
2. The Sr. Manager (P) & Disciplinary Authority,  
Union Bank of India,  
Regional Office,  
2nd Floor, Lata Complex,  
Nampally, Hyderabad. ....Respondents

#### APPEARANCES :

For the Petitioner : M/s. K. Rama Reddy, H. Anand, M. Narender Reddy & Joshi Prahalad Rao, Advocates

For the Respondent : M/s. C.R. Sridharan, G. Narender Reddy, S. Ramesh, M. Srinivas Reddy & G.V.S. Ganesh, Advocates

#### AWARD

Sri B. Rajendra Prasad who worked as Head Cashier with the respondent bank has filed this petition against the Respondents seeking for quashing the proceeding No.NRO/PER/1048 dated 26/11/2002 issued by the Respondent No. 2 and the order No.CO:IRD:1510 dated 13.3.2003 issued by the 1st respondent, the Appellate Authority and to direct the respondent bank to reinstate the Petitioner with all back wages and attendant benefits.

#### 2. The averments made in the petition in brief are as follows :

Petitioner who joined the service of the respondent bank as sub-staff has raised to the post of Head Cashier with his hard work and sincerity. He got promoted as Head Cashier during October, 2000 and in that capacity he has been working at Pasumarru branch of the respondent bank. While so, the bank issued charge sheet dated 20.2.2002 against the Petitioner alleging that :

- (a) the Petitioner altered the cash vouchers and increased the amounts by prefixing "1",
- (b) Petitioner had not written the denomination of currencies paid on the reverse side of the cash vouchers.

Petitioner was charged under charges of gross and minor misconduct and there is no mention in the charge sheet as to the specific causes of the misconduct and as to under what provisions said charges were framed. Petitioner sought for the Telugu version of the charge sheet to enable him to submit his reply in defence but, he

was not supplied of the same. Respondents went ahead with dept enquiry by appointing an Enquiry Officer as well as the Management representative without affording any opportunity to the Petitioner to submit his explanation to the charges. The Enquiry Officer conducted the enquiry in which Petitioner was duly represented by his defence representative. The enquiry officer had not followed the principles laid down in respect of conduct of Departmental enquiries and acted in a biased manner. Petitioner was denied reasonable opportunity at all times inspite of the protest raised by the defence by the representative. On conclusion of enquiry he submitted his report holding the Petitioner guilty of the charges without any basis and without evaluating the issues of the facts brought forth by the defence during the course of the enquiry and relied more on the version of the Management representative and the Management witnesses. On conclusion of the enquiry the initial findings were forwarded to the Petitioner proposing the punishment but without affording any opportunity to the Petitioner to make his submissions against the said initial report of the enquiry officer. In the enquiry report the enquiry officer claimed that he had been appointed as Enquiry Officer and Disciplinary Authority vide letter No. CO/IRD/AS/MISC/128 dated 20.2.2002. The same clearly shows and speaks volumes about the premeditated/ill-conceived decision of the respondent bank to punish the Petitioner, thus, rendering the Departmental enquiry as a mere formality. Petitioner appeared before Disciplinary Authority on 23.11.2002 for personal hearing and submitted his explanation. But, to no avail. Disciplinary Authority did not take cognizance of the same and completed the task given to him by his higher authorities throwing all the norms and rules laid down in respect of the Departmental enquiries to the winds he held the Petitioner guilty of all the charges and awarded the capital punishment of compulsory retirement from the services of the bank. Petitioner preferred appeal, being aggrieved by the said order. The Appellate Authority afforded a personal hearing to the Petitioner on 25.2.2003. Petitioner submitted his written submissions detailing all the issues brought before the enquiry forum seeking for justice. But, the Appellate Authority failed to apply his mind to the issues involved, acted in mechanical manner and confirmed the punishment awarded by the Disciplinary Authority. These orders are liable to be interfered with since charge sheet is incomplete, Petitioner has not been informed of change in the Disciplinary Authority though, required under the provisions of service conditions of the employees, one Disciplinary Authority issued charge sheet and another Disciplinary Authority awarded punishment which is not in conformity with the service conditions governing the employees, charge sheet is not specific and no opportunity was afforded to the

Petitioner to give his reply, Respondent bank issued a corrigendum in charge sheet during the proceedings of the enquiry, but without giving any opportunity to the Petitioner to reply it and there is violation of principles of natural justice during the enquiry as documents were not supplied to the Petitioner inspite of repeated demands, thus, rendering the Petitioner helpless in defending his case effectively and by allowing the Management representative to pose leading questions to the Management witnesses, during chief examination inspite of protest raised for the Petitioner. Further, the charges leveled are baseless and hypothetical since all the vouchers and the entries in the respective ledgers were duly authenticated/ authorized by the officers. The every action of the clerical staff was supervised and authorized by the concerned officers. Once clerical work is authorized by a superior authority no lapse or fault can be attributed to the Petitioner. Management did not produce any material witness to prove the charges. There is no evidence to show that Petitioner altered the cash vouchers. The Management witnesses stated that they have seen as to who has altered the slips. The Vigilance Department involved in the issue and directed the respondent Management to procure evidence against the Petitioner. The authors of various letters produced before the enquiry forum are not produced and thus, Petitioner is denied opportunity to cross examine them. Thus, no evidential value can be attached to the said letters. The specific purpose of punishing the Petitioner, entire proceeding has been conducted and the punishment was awarded by the Disciplinary Authority as directed by his superiors and without applying his mind. The Appellate Authority also did not apply the same. Hence, the petition.

### **3. The Respondents No. 1 and 2 filed their counter with averments in brief as follows :**

The appropriate government in respect of the respondent is the Central Government. Therefore, Sec.2A(2) of the Industrial Disputes Act, 1947 which is brought out as per the A.P. State amendment can not be invoked in this case. Only an industrial dispute can be raised and Labour Court got no jurisdiction to entertain this case. The punishment awarded to the Petitioner is compulsory retirement from service which is not covered by Sec.2A of the Industrial Disputes Act, 1947 for this reason also this petition is not maintainable. The Petitioner who was working as Head Cashier in the Pasumarru branch of the respondent bank was reported to have committed certain serious acts of misconduct i.e., that, he had indulged in a fraud and misappropriation of huge sums prejudicial to the interest of the bank involving serious loss in terms of money and otherwise. In view of the gravity of the acts of misconduct reported against the

Petitioner charge sheet dated 20.2.2002 was issued against him explaining the allegations made against him in detail incorporating all the observations made on verification of records detailing the entries in respect of various cash vouchers regarding which difference in the amounts mentioned in the debit cash voucher and supplementary book were found etc., (the details of entries of the difference in amounts mentioned in the cash voucher and supplementary book and the alterations made etc., are all given in tabular forms with all details, the tabular forms are not being reproduced in the interest of brevity and also since the charge sheet itself is part of the record). Petitioner was advised to submit his explanation in writing within a period of seven days from the date of receipt of the charge sheet. Petitioner received the same on 2.3.2002 but failed to give any explanation. Thus, Sri R. Venkataramaiah, Sr. Manager(P), NRO, Hyderabad was appointed as an Enquiry Officer to conduct enquiry into the charges leveled against the Petitioner. Schedule of the enquiry was intimated to the Petitioner. Petitioner has participated in the said enquiry. He has been provided ample opportunity to put forward his pleas. He produced six documents which are marked as Ex.D1 to D6. He actively participated in the enquiry and his representative cross examined all the Management witnesses. He was allowed to inspect all the documents marked for Management. On conclusion of the enquiry considering all the material facts placed before him the Enquiry Officer-cum-Disciplinary Authority gave his findings dated 5.10.2002 holding the Petitioner as guilty of the charges and proposing the punishment of compulsory retirement with the superannuation benefits, for the gross misconduct. For the minor misconduct he proposed the punishment of stoppage of one increment without cumulative effect for six months and also censured. Copy of said findings was served on Petitioner inviting his explanation as to why such punishment could not be imposed. Petitioner availed another opportunity of personal hearing on 23.11.2002. As he did not give any convincing and satisfactory answered proposed punishment was confirmed. The enquiry was conducted in accordance with law and it is valid. Respondent bank has lost confidence in the Petitioner. Therefore, he can not be directed to be reinstated into service. The misconduct proved against him is prejudicial to the interest of the bank apart from it being in reach of relevant rules and regulations. As per service records Petitioner graduated from Ranchi University with English as one of the languages. The contents of the charge sheet were clearly explained to the Petitioner before commencement of the enquiry and having understood of the same he pleaded not guilty. The Petitioner was given all reasonable opportunities to defend himself in this case. Contention of the Petitioner that it premeditated mind the enquiry was conducted is not correct. Appointment of Enquiry Officer

and Disciplinary Authority is fully in accordance with the Bipartite settlement and the Staff Circular No. 2309 dated 28.5.1981. The allegation that Petitioner was never notified about the change of Disciplinary Authority is misleading and misconceived. Disciplinary Authority himself can conduct the enquiry as per rules. Petitioner is aware of the same. Petitioner was given an opportunity to inspect all the documents marked during the enquiry which is in conformity with the provisions of Bipartite settlement. Furnishing of documents before commencement of enquiry is not a requirement of law. Petitioner can not absolve himself on the ground of alleged supervisory lapses to cover his deliberate misdeeds. The standard of proof required in a Departmental Enquiry is one of preponderance of probability but not proof to the hilt as in the case of a criminal trial. The charges have been proved at the enquiry through the evidence of responsible officers of the bank. Besides, incontrovertible and corroboratory documentary evidence. Considering all the evidence, the Enquiry Officer has given cogent findings. Both the findings of the Disciplinary Authority and Appellate Authority came to the conclusions only basing on the evidence and documents placed on record. In the circumstances, respondent bank can not repose any more confidence on the Petitioner and his reinstatement into service would seriously affect the discipline in the bank as well as its interests. It is not desirable that an employee like Petitioner to come back into the services. Petition is liable to be dismissed.

4. After hearing both parties and considering the record placed before this court, and by virtue of orders dated 24.3.2005, this court has held the domestic enquiry conducted in this case as valid.

5. Thereafter, by consent of either party Ex.W1 to W27 and Ex.M1 to M48 were marked.

6. Arguments under Sec.11A of Industrial Disputes Act, 1947 were heard. Written arguments are also filed for the Petitioner and the same are received and considered.

**7. The points that arise for determination are:**

1. Whether the impugned proceedings of respondents No.1 and 2 whereunder punishment of compulsory retirement from service has been awarded and confirmed against the Petitioner, are liable to be interfered with? If so, on what grounds?
2. To what relief Petitioner is entitled to?

**8. Point No.1 :**

As can be gathered from the contentions put forth by the Petitioner his main grievances are in respect of



mode and manner of conducting the Departmental Enquiry. But, as already observed above, by virtue of the order dated 24.3.2005 which is a well reasoned order rendered on merits after hearing both parties, this court found that the Departmental Enquiry conducted in this case as valid. The said order has not been challenged in any manner by the Petitioner which means, that he is not aggrieved of the same. The said order became final. In the circumstances, the court need not go into the allegations leveled against the mode and manner of conducting Departmental Enquiry in this case. The only question to be gone into now is, whether there is any perversion in the findings of Departmental Enquiry and whether the punishment awarded is in any way disproportionate to the proven charges.

9. As can be gathered from the material on record, the fact, that various vouchers/bills/entries in registers mentioned in the enquiry record have been tampered with making the original figures inflated, is concerned, there is no dispute. The evidence gathered on record during the Departmental Enquiry strongly establishes this fact.

10. The next point to be considered is, who is the person responsible for this tampering of the record and consequential misappropriation of the funds of the bank.

11. Petitioner being the Head Cashier has been responsible for payment of the amounts against various vouchers etc., which are subject matter in this case. Regarding the said aspect there is no dispute. He alone has been maintaining the Paying Cashier Register. When any voucher comes to the Head Cashier for payment, it is expected of him to carefully look into it to know the actual amount to be paid, before paying the same. If there are any unusual writings/corrections that too, occurring again and again, in normal course of conduct, he would be noting the same and bringing it to the notice of his superiors. Evidently no such event has taken place in this case.

12. Further admittedly, Petitioner failed to note the denomination of the cash paid by him on reverse side of the voucher and then to take signature of the recipient, though as per rules he is required of such lapse. He has not given any cogent reason for the same. This irregularity coupled with the fact that there has been meddling of the records i.e., vouchers, cash bills, receipts etc., and misappropriation of funds of the bank, during the period in which Petitioner has been working as Head Cashier, would go to prove that Petitioner got everything to do with the said misappropriation as detailed in the enquiry report which has been given by discussing all relevant evidence brought on record.

13. It is not the contention of the Petitioner that in all the cases of alteration of the figures in the vouchers, bills etc., excess cash has been paid to the persons who were to be paid the cash under the same. Further, some of the recipients of the cash under these documents have claimed that they received the actual cash only but not the amount of altered figures in these documents. None of the staff members, who, according to the Petitioner, were in the custody of the cash bills etc., has been recipient of the cash. That means, the recipients of the cash under the given voucher/bill/receipt in which the figures have been altered has received the actual amount to be paid under the said document only but not the inflated figure resulted due to alteration of the same. Thus, such person is not the beneficiary of the given alteration. Likewise, as already discussed above, none of the other staff members who would be in custody of bills etc., also did not receive any cash. Thus, it remains for the persons who paid the cash, alone to explain why and how the amount in excess of the original figure has been dealt with. The Enquiry Officer has dealt with all these questions thoroughly in the light of evidence adduced on record and in consideration of the documentary evidence placed before him. There is no perversity in the findings of the enquiry officer.

14. Misappropriation of funds of the bank which is a public institution that too by its own staff member, is not a pardonable act. The funds misappropriated are the funds of public held in trust by the bank. A financial institution like bank can not function commanding goodwill of the public, if any of its staff member is known to be guilty of malpractices like, forging of the documents and misappropriating the bank funds. Thus, the respondent bank is right in coming to the conclusion that they lost faith in the Petitioner who is found to be guilty of grave misconduct of forging of the documents and misappropriation of the bank funds causing loss to the exchequer of the bank. Further being guilty of negligence in discharging his duties like not recording the denominations of the cash paid by him against the vouchers etc., in violation of the relevant rules, also he is liable for punishment. Considering the entire circumstances of the case, including the pleas put forth by the Petitioner, 2nd respondent passed the order imposing punishment of compulsory retirement from service for the grave misconduct referred to above along with other minor punishments imposed for the minor charges.

15. In the given circumstances, neither the findings of the domestic enquiry nor the impugned orders of the Disciplinary Authority and the Appellate Authority warrant any interference from this forum.

This point is answered accordingly.



**16. Point No.2 :**

In view of the finding given in Point No.1, Petitioner is not entitled for any of the reliefs sought for.

This point is answered accordingly.

**Result :**

In the result, petition is dismissed.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 2nd day of April, 2014.

M. VIJAYALAKSHMI, Presiding Officer

**Appendix of evidence**

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

**Documents marked for the Petitioner**

Ex.W1	: Photostat copy of charge sheet dt.20.2.2002
Ex.W2	: Photostat copy of Petitioner's representation dt. 8.3.2002 to Respondent
Ex.W2(A)	: Extension of time by Respondent to Petitioner for submission of reply dt.18.3.2002
Ex.W3	: Photostat copy of memorandum of Disciplinary Authority appointing Disciplinary Authority and management representative dt.18.3.2002
Ex.W4	: Photostat copy of memorandum of Disciplinary Authority to the Petitioner dt. 26.3.2002
Ex.W5	: Photostat copy of memorandum of Disciplinary Authority dt. 26.3.2002 reg. appointment of defence representative
Ex.W6	: Office copy of Petitioner's representation to Disciplinary Authority dt.10.4.2002
Ex.W7	: Photostat copy of Petitioner's lr. to Disciplinary Authority dt.10.4.2002
Ex.W8	: Photostat copy of Petitioner's lr. to Disciplinary Authority dt.10.4.2002
Ex.W9	: Photostat copy of lr. of APBEF addressed to Enquiry Officer dt. 8.4.2002
Ex.W10	: Photostat copy of corrigendum bearing No.CO:IRD:2629 to the chargesheet dt. 24.4.2002

Ex.W11	: Photostat copy of Defence representative's lr. to the GM(P)
Ex.W12	: Photostat copy of DR's Lr. to D.A., Central Office, Mumbai dt.27.5.2002
Ex.W13	: Photostat copy of Defence representative's lr. to the D.A. dt. 24.7.2002
Ex.W14	: Photostat copy of Defence representative's lr. to the Enquiry Officer dt. 25.7.2002
Ex.W15	: Photostat copy of Petitioner's written brief of defence on conclusion of enquiry dt. 13.9.2002
Ex.W16	: Photostat copy of lr. enclosing initial findings of the Enquiry Officer along with proposed punishment dt. 18.11.2002
Ex.W17	: Proceedings of personal hearing dt. 23.11.2002
Ex.W18	: Office copy of lr. of submission by Petitioner dt. 23.11.2002
Ex.W19	: Photostat copy of final findings of Disciplinary Authority dt.26.11.2002
Ex.W20	: Proceedings of personal hearing before the Appellate Authority dt. 25.2.2003
Ex.W21	: Office copy of lr. of submission by Petitioner before the Appellate Authority dt. 25.2.2003
Ex.W22	: Order of Appellate Authority dt. 15.3.2003
Ex.W23	: Photostat copy of suspension orders No.RO:PER:1829/2001 dt. 26.12.2001
Ex.W24	: Photostat copy of staff circular No.2309 reg. appointment of Disciplinary Authority, Appellate Authority dt. 28.5.1981
Ex.W25	: Photostat copy of staff circular No.4846 amending the Schedule of Disciplinary Authority and Appellate Authority for workmen dt. 24.4.2002
Ex.W26	: Photostat copy of proceedings of Departmental Enquiry
Ex.W27	: Photostat copies of exhibits of management / defence

**Documents marked for the Respondent**

Ex.M1	: Office copy of charge sheet dt. 20.2.2002
Ex.M2	: Photostat copy of lr. to the Petitioner by the Respondent dt.18.3.2002
Ex.M3	: Photostat copy of corrigendum by the Respondent dt. 24.4.2002
Ex.M4	: Photostat copy of lr. to the Petitioner by the Respondent dt. 18.11.2002

Ex.M5 : Enquiry proceedings dt. 18.11.2002	Ex.M28 : Photostat copy of cash voucher No.284622 - dt. 5.11.2001
Ex.M6 : Photostat copy of cash voucher No.284642 for Rs.855 dt. 9.11.2001	Ex.M29 : Photostat copy of IBP Auto Services Bill for Rs.205/- dt. 4.11.2001
Ex.M7 : Photostat copy of cash voucher No.284643 for Rs.313 dt.9.11.2001	Ex.M30 : Photostat copy of Debit Cash voucher register from 5.10.2001 to 6.11.2001
Ex.M8 : Photostat copy of cash voucher No.284644 for Rs.100 dt. 9.11.2001	Ex.M31 : Photostat copy of cash scroll book dt. 5.10.2001
Ex.M9 : Photostat copy of cash scroll book dt. 9.11.2001	Ex.M32 : Photostat copy of cash scroll book dt. 31.10.2001
Ex.M10 : Photostat copy of cash voucher register from 6.11.01 to 10.11.01	Ex.M33 : Photostat copy of Paying cashier register dt. 5.10.2001
Ex.M11 : Photostat copy of receiving paying cashier register dt. 9.11.2001	Ex.M34 : Photostat copy of withdrawal form for Rs.11000/- SB A/c No.7863 dt. 5.11.2001
Ex.M12 : Photostat copy of cash voucher No.817633 for Rs. 256 dt. 5.10.2001	Ex.M35 : Photostat copy of letter of Sri P. Anjaneyulu dt. 28.11.2001
Ex.M13 : Photostat copy of cash receipt for Rs.256/- dt. 29.9.2001	Ex.M36 : Photostat copy of letter of Sri M. Anil Kumar dt. 28.12.2001
Ex.M14 : Photostat copy of cash voucher No.817646 dt. 12.10.2001	Ex.M37 : Photostat copy of Pasumarru Branch Ir. No.BO/AK/281 dt.1.12.2001
Ex.M15 : Photostat copy of receipt No.817654	Ex.M38 : Photostat copy of Ir. of Petitioner to the Enquiry Officer dt. 10.4.2002
Ex.M16 : Photostat copy of bill for Rs.282/- & statement dt. 10.10.2001	Ex.M39 : Photostat copy of Ir. of Petitioner to the Enquiry Officer dt. 10.4.2002
Ex.M17 : Photostat copy of cash voucher No.817655 for Rs.70/- dt.12.10.2001	Ex.M40 : Photostat copy of Ir. of Petitioner to the Enquiry Officer dt. 10.4.2002
Ex.M18 : Photostat copy of voucher for Spandana Book Centre for Rs.70/- dt.7.10.2001	Ex.M41 : Photostat copy of Ir. No.GS/180/2002 addressed to the Respondent bank by the General Secretary, AP Union Bank Emp. Union dt. 19.4.2002
Ex.M19 : Photostat copy of cash voucher No.817664 for Rs. 250/- and cash receipt dt. 15.10.2001	Ex.M42 : Photostat copy of telegram book No.0076 Sl.No.115
Ex.M20 : Photostat copy of cash voucher No.817666 for Rs. 280/- and cash receipt dt. 15.10.2001	Ex.M43 : Lr. of Sir M. Rangaiah about the absence of Petitioner and request for adjournment dt. 25.7.2002
Ex.M21 : Photostat copy of cash receipt for Rs.280/- dt. 8.10.2001	Ex.M44 : Lr. of Petitioner to the Enquiry Officer dt. 13.9.2002
Ex.M22 : Photostat copy of cash voucher No.284608 for Rs.184/- dt. 31.10.2001	Ex.M45 : Initial findings of the Enquiry Officer against Petitioner dt. 18.11.2002
Ex.M23 : Photostat copy of Saroja Oil Company bill for Rs.184/- dt. 23.10.2001	Ex.M46 : Proceedings of the Personal Hearing dt. 23.11.2002
Ex.M24 : Photostat copy of cash voucher No.284621 for Rs.376/- dt. 5.11.2001	Ex.M47 : Lr. of the Petitioner addressed to the Enquiry Officer dt.23.11.2002
Ex.M25 : Photostat copy of Srinivasa Filling Station bill for Rs.376.56 dt. 3.11.2001	Ex.M48 : Photostat copy of final order of the Disciplinary Authority dt.26.11.2002
Ex.M26 : Photostat copy of cash voucher No.284607 for Rs.313/- dt. 31.10.2001	
Ex.M27 : Photostat copy of Janata filling station bill for 313-80 dt. 29.10.2001	

नई दिल्ली, 9 मई, 2014

**का.आ. 1539.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मास्टर मरिन सर्विस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (के.स.औ.अ.-6/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09/05/2014 को प्राप्त हुआ था।

[सं. एल-31025/1/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

**S.O. 1539.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2006) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Master Marine Services and their workmen, which was received by the Central Government on 09/05/2014.

[No. L-31025/1/2005-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT :

K.B. KATAKE, Presiding Officer

#### REFERENCE NO. CGIT-2/6 of 2006

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF MASTER MARINE SERVICES

The Executive Director,  
Master Marine Services,  
No.22/D, S.A. Brelvi Road,  
Fort, Mumbai-400 001.

#### AND

#### THEIR WORKMEN.

Shri Ghanshyam Tukaram Gharat & 3 Ors.  
At Mulekhand,  
Post Uran,  
Distt. Raigad,  
MS-400 702.

#### APPEARANCES :

For the Employer : Mr. K.P. Anilkumar,  
Advocate.  
For the Workman : Mr. J. H. Sawant,  
Advocate.

Mumbai, dated the 20th March, 2014

#### AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-31025 / 1 /2005-IR (B-II), dated 05.01.2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Master Marine Services, Mumbai in terminating the services of Shri Ghanshyam Tukaram Gharat and three others is legal and justified? If not, to what relief the disputant concerned entitled?”

#### NAMES OF THE WORKMEN

1. Ghanshyam Tukaram
2. Vikas Naik
3. Samir K. Gharat
4. Vijay G. Mhatre

2. After receipt of the reference, notices were issued to both the parties. In response to the notice second party workmen filed their statement of claim at Ex-4. According to them they are permanent employees of the first party employed since 1996. They were in continuous service of the first party till 01/10/1999. Management terminated their services since 01/10/1999 under the garb of retrenchment. The management violated the mandatory provisions of Section 25 F and 25 G of the Industrial Disputes Act. They have retrenched senior persons and retained some junior employees. The termination is unlawful. Therefore these workmen made complaint to the union. Union raised industrial dispute before ALC (C). There was conciliation proceeding, however union did not inform them about the conciliation. Therefore the workmen remained unemployed for such a long period. Neither first party gave any response to these workmen nor union took any interest. Therefore these workmen have raised industrial dispute. Due to adamant attitude of the management conciliation failed and as per the report of ALC (C), the Ministry of Labour & Employment sent the reference to this Tribunal. Second party workmen pray that the management be directed to reinstate them with full back-wages.

3. The first party resisted the Statement of Claim vide their Written Statement at Ex-7. According to them the services of these workmen were never terminated. On the other hand due to closure of their project they were compelled to retrench 34 workmen. They sent the cheques of notice pay to these workmen as required under the law. The union has raised industrial dispute and the first party assured that they would re-employ all the retrenched workmen on receipt of new contract. They had retrenched the employees as per the seniority on the principle "last come, first go" basis. When the first party got another project, they offered the employment to all the retrenched workmen. Except these four employees all others were re-employed. These four workmen had refused to join the services. They denied all the allegations made in the statement of claim. According to them now these workmen are not employees of the first party. Thus they pray that the reference be rejected.

4. The second party filed their rejoinder at Ex-8. They denied the contents in the written statement and reiterated the contents in the statement of claim.

5. Following are the issues for my determination. I record my findings thereon for the reasons to follow.

Sr. No.	Issues	Findings
1.	Does second party establish employer-employee relationship with first party?	Yes
2.	Does first party prove that the termination effected on employees involved in the reference is just and legal ?	No
3.	Are employees entitled for reinstatement with any other relief ?	As per final order.
4.	What order?	As per final order.

### REASONS

#### Issue No. 1 :

6. In this respect according to the first party, the second party workmen were retrenched w.e.f. 01/10/1999. Now they are no more their employees. According to the first party there is no employer-employee relationship between the first party and the second party workmen. Therefore this reference is not tenable. In this respect I would like to point out that, the fact is not disputed that the workmen under reference were very well employees of the first party from 1996 upto 01/10/1999. These workmen have contended that the first party has terminated their services illegally. Therefore they have sought for reinstatement in the service. They are claiming the relief

in respect of their rights when they were in service. Therefore the contention of the first party is devoid of merit that the reference is not tenable as there exists no employer-employee relationship between them. In the circumstances it needs no further discussion to arrive me at the conclusion that, so far as this reference is concerned there exists employer-employee relationship between the first party and the second party workmen. Accordingly I decide this issue No.1 in the affirmative.

#### Issue No. 2 :

7. According to the first party they have not terminated the services of its employees. On the other hand according to them as their project was over, there was no work, therefore, they had retrenched 34 workmen. According to the first party they sent notices to these workmen alongwith cheque of notice pay. However neither there is any evidence to show that either these workmen received the cheques or they have encashed the same. There is no suggestion to any of these workmen that either they encashed the cheque or received the notice pay or retrenchment compensation. As per Section 25 F of the I.D. Act, the first party management in lieu of notice was supposed to pay notice pay equal to one month's wages. The first party was also supposed to pay retrenchment compensation as prescribed under Section 25 F (b) of the I.D. Act. In this case first party failed to prove that they had paid notice pay and the retrenchment compensation to these workmen. In the case at hand for want of notice pay and retrenchment compensation, the termination or retrenchment cannot be said lawful. Accordingly I decide this issue No.2 in the negative.

#### Issue No. 3 :

8. In the issue No.2 above it is held that the termination of services of these workmen was illegal. In the circumstances the Ld. Adv. for the second party submitted that the workmen are entitled to be reinstated in the services with full back-wages. In this respect I would like to point out that it is specifically contended on behalf of the first party that Union has raised dispute before ALC (C) and there was settlement with the union. According to the first party they had agreed to re-employ those retrenched workmen. Accordingly except these four workmen, all others are re-employed. According to the first party these four employees have refused to join their duties and after period of five years they have raised the industrial dispute. In this respect even the workmen have not denied the pleading that except them all other workmen were re-employed. They have also not denied the contention of the first party that there was settlement with the union in conciliation proceeding. In the circumstances under Section 18 (3) of I.D. Act the settlement is binding even on these workmen. It seems that these workmen have neither kept any contact with the union nor have applied to the first party for re-employment.

9. In the circumstances though these workmen can be directed to be reinstated, they have no right to claim back-wages. Furthermore these workmen have also admitted in their cross-examination that they are doing some casual or daily work. Some are also employed with some company. As these workmen have not been in touch with the union and have not availed the benefit of re-employment offered by the first party, they are not entitled to the back wages. At the same time I would like to point out that they are well entitled to be reinstated with continuity of service, seniority and all other benefit except back-wages. In the alternative option is also given to these workmen instead of reinstatement, each of them be paid notice pay equal to one month's wages and the retrenchment compensation. Accordingly I decide this issue No.3 partly in the affirmative and proceed to pass the following order:

#### ORDER

- (i) Reference is partly allowed with no order as to cost.
- (ii) The first party is directed to reinstate these workmen with continuity of service, seniority and all other benefits except back-wages.
- (iii) The option is given to the workmen either to join the duties on reinstatement or they may claim notice pay equal to one month's wages and retrenchment compensation as prescribed under Section 25 F (a) & (b) respectively of the I.D. Act.

Date: 20/03/2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 9 मई, 2014

**का.आ. 1540.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (के.स.औ.अ.-46/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/84/2003-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

**S.O. 1540.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2003) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of Syndicate Bank and their workmen, which was received by the Central Government on 09/05/2014.

[No. L-12012/84/2003-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT:

K.B. KATAKE, Presiding Officer

#### REFERENCE NO. CGIT-2/46 of 2003

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF SYNDICATE BANK

The Dy. General Manager,  
Syndicate Bank,  
IR Cell, Zonal Office,  
'E' Wing, 2nd floor, Maker Tower,  
Cuffe Parade,  
Mumbai-400 005.

#### AND

#### THEIR WORKMEN.

Shri Bhimaji Joshi,  
A/3, Kailas Dham,  
Gopal Nagar No. 1,  
Dombivli (E),  
Distt.Thane.

#### APPEARANCES:

For the Employer : Mr. R. N. Shah,  
Advocate.

For the Workman : Mr. Umesh Nabar,  
Advocate.

Mumbai, dated the 14th March, 2014.

#### AWARD PART-II

The Government of India, Ministry of Labour & Employment by its Order No.L-12012/84/2003-IR (B-II), dated 14.08.2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Syndicate Bank, Zonal Office, Mumbai in dismissing Shri Bhimaji Joshi from service w.e.f. 12/10/2001 is legal and justified? If not, what relief the workman, Shri Bhimaji Joshi is entitled to?”

2. After receipt of the reference, notices were issued to both the parties. In response to the notice the second party workman filed his Statement of Claim at Ex-6. According to him while serving as a Special Assistant in



the first party Bank, the first party had issued charge-sheet dated 20/11/2000 alleging that he had issued cheque books in fictitious names and used the said cheque books for unauthorised withdrawal of money from the Bank and committed misconduct. The first party management initiated inquiry against the second party. The Inquiry Officer recorded evidence of both the parties. He held the second party workman guilty for the aforesaid misconduct. On the basis of his report the competent authority terminated the services of the second party. According to the workman for the same misconduct offence was registered against him and the Criminal Court has acquitted him. According to him the inquiry was not fair and proper. The findings of the I.O. are perverse. It is also contended that the punishment of dismissal from service is shockingly disproportionate. Therefore the second party raised industrial dispute before ALC (C). As conciliation failed, on the report of ALC (C), Ministry of Labour & Employment has sent the reference to this Tribunal. The workman prays that the inquiry and findings of I.O. and the order of dismissal be set aside and he be reinstated in the services of first party.

3. The first party resisted the statement of claim vide its written statement at Ex-12. According to them the second party workman was involved in a serious misconduct of issuing cheque books in fictitious name and unauthorised withdrawal of money from the Bank. The I.O. has conducted the inquiry fairly and properly and as per the settled rules and held the workman guilty. The findings of the I.O. are not perverse. The competent authority has rightly terminated the services of the workman. Looking into the seriousness of the misconduct, the punishment cannot be called shockingly disproportionate. Therefore they pray that, the reference be dismissed.

4. In the Part-I Award the inquiry was held fair and proper and findings of the Inquiry Officer are also declared not perverse. Now in this Part-II Award, following are the remaining issues for my determination. I record my findings thereon for the reasons to follow :

Sr. No.	Issues	Findings
3.	Whether the punishment of dismissal from service is shockingly disproportionate to the proved misconduct?	No
4.	If yes, whether the workman is entitled to be reinstated in the service?	No
5.	What order ?	As per order below

#### REASONS

#### Issues Nos. 3 & 4 :

5. In this respect the Id. adv. for the second party submitted that as per the Bi-partite settlement clause 19.4

when the workman was prosecuted in a Criminal Court, the management ought to have stayed the inquiry proceeding. The management has not stayed the inquiry proceeding though the workman was prosecuted in a criminal trial and he was acquitted by the said Court. In the circumstances the Inquiry Officer ought to have taken cognizance of the findings of the Criminal Court and the order of acquittal passed therein. It was further submitted that inspite of order of acquittal passed by JMFC Bhiwandi, the Inquiry Officer did not take cognizance of the said order and he was held guilty. In support of his argument the Id. adv. for the workman resorted to Apex Court ruling in G.M. Tank V/s. State of Gujarat and Others. (2006) 5 SCC 446. In this case the workman therein was honourably acquitted in criminal case. On the same set of facts and evidence the I.O. had held him guilty. In the circumstances Hon'ble Court in that case observed that :

“Under these circumstances, it would be unjust and unfair and rather oppressive to allow the findings recorded in the departmental proceedings to stand.”

6. In that case the workman therein was charge-sheeted for having illegally accumulated excess income by way of gratification. The respondent therein failed to prove the charges levelled against him. In short the allegation of disproportionate asset of the accused therein to the known source of his income was not at all proved in the criminal case. The same allegation of disproportionate asset cannot be said to have been proved in the departmental inquiry as he was honourably acquitted in the criminal case. In short, so far as allegation of disproportionate assets is concerned, the question of difference in standard of proof in domestic inquiry and in criminal trial does not arise. In the circumstances the Hon'ble Court in para 31 of the judgement further observed that :

“The distinction which is usually proved between the departmental and criminal proceedings on the basis of approach and burden of proof would not be applicable in the instant case.”

7. In short, the case referred above is of disproportionate asset and there was no scope to go into the question of difference in standard of proof in criminal proceeding and departmental inquiry as assets and income of the delinquent remains the same and it is part of documentary evidence. Therefore the ratio laid down in the above ruling is not applicable to the set of facts of the present case.

8. Furthermore the point in respect of fairness and legality of inquiry and findings therein were already dealt with in the Part-I Award wherein Apex Court ruling was referred in the management Western Bokaro Colliery of M/s. Tisko Ltd. V/s. The concerned workman Ram Pravesh Singh AIR 2008 SC 1162 wherein the Hon'ble Court on the point observed that :

“It has repeatedly been held by this court that the acquittal in a criminal case would not operate as a bar for drawing up a disciplinary proceeding against a delinquent. It is well settled principle of law that, yardstick and standard of proof in a criminal case is different from the one in disciplinary proceedings. While standard of proof in a criminal case is proof beyond all reasonable doubt, the standard of proof in departmental proceedings is preponderance of probabilities.”

9. In this Part-II Award the point for determination is whether the punishment of dismissal from service is shockingly disproportionate? Now the point of fairness of inquiry and findings of Inquiry Officer need not be discussed again. In this respect the Id. adv. for the first party submitted that the second party workman was found guilty for criminal breach of trust, cheating etc. The allegations against him were that he had issued cheque books of the Bank in fictitious names and had withdrawn amount from the Bank by using some of those cheques and caused loss to the first party Bank. According to him being employee of the Bank, his conduct was expected of high moral standard. In support of his argument the Id. adv. resorted to Apex Court ruling in *Union Bank of India V/s. Vishwa Mohan* (1998) Lab IC 2514 wherein the Hon’ble Apex Court in respect of the quality of Bank employee in para 11 of the judgement observed that;

“It needs to be emphasised that in the Banking business absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee and in particular the Bank officer. If this is not observed, the confidence of the public depositors would be impaired. It is for this reason, we are of the opinion that the High Court had committed an error while setting aside the order of dismissal of the respondent on the ground of prejudice on account of non-furnishing of the inquiry report/findings to him.”

10. The Id. adv. for the first party further submitted that, expected loss by the misappropriation or cheating amount to major misconduct. He further submitted that though subsequently the second party workman has deposited the amount he had illegally withdrawn, the misconduct would not be termed as minor. In support of his argument, Id. adv. for the first party resorted to the Apex court ruling in *State Bank of India & Ors. V/s. T.J. Paul* 1999 II LLJ 514 (SC) wherein the Hon’ble Court observed that :

“Likelihood of serious loss coupled with negligence would amount to gross misconduct.”

In this case the Hon’ble Apex Court further observed that :

“Simple negligence also will come under gross misconduct if on account of such negligence Bank is likely to get involved in serious financial loss.”

11. The Id. adv. also cited another Apex Court ruling to show that falsification and misappropriation of property amount to grave misconduct and dismissal from service is appropriate punishment in *Maharashtra State Seeds Corporation Ltd. V/s. Haridas & Anr* 2006 II CLR 400 (SC). In that case the respondent therein was held guilty for the charges of falsification and misappropriation of property of the employer. High Court has taken lenient view and set aside the punishment of dismissal. The matter was taken before Hon’ble Apex Court. The Hon’ble Apex Court held that charges of falsification and misappropriation of property of employer were grave act of misconducts therefore disciplinary authority was justified in passing the order of dismissal from service. The Hon’ble Apex Court further held that the High Court was not justified in interfering with the quantum of punishment.

12. The Id. adv. for the first party also pointed out that, the misconduct herein is major misconduct by an employee of Bank who was found guilty of cheating and criminal breach of trust. Therefore under Section 11-A of the I.D. Act the Industrial Court cannot use its discretion to interfere with the punishment of dismissal. In support of his argument, the Id. adv. cited Apex Court ruling in *Madhya Pradesh Electricity Board V/s. Jagdish C. Sharma* 2005 I CLR 1074 wherein the Hon’ble Court on the point observed that :

“ .....to interfere with punishment when it is a discharge or dismissal can be exercised by the Labour Court only when it is satisfied that, the discharge or dismissal is not justified.”

In the same para the Hon’ble Court further observed that :

“The Tribunal or the Labour Court could not interfere with the quantum of punishment based on irrational or extraneous factors and certainly not on what it considers a compassionate ground.”

13. It was contended on behalf of the second party workman that he worked for 30 years without any blame and his service record is clean. It is his first misconduct. Therefore such a harsh punishment of dismissal is unjust. In this respect the Id. adv. for the first party submitted that when it is a major misconduct, punishment of dismissal cannot be interfered on the ground that it is the first misconduct. In support of his argument the Id. adv. for the first party resorted to Apex Court ruling in *Bharat Heavy Electricals V/s. M. Chandrashekhar Reddy & Ors.* 2005 I CLR 959. The Hon’ble Court in para 21 of the judgement on the point observed that :

“That apart the reasons given by the Labour Court to reduce the penalty are reasons which are not sufficient for the purpose of reducing the sentence

by using its discretionary powers. The fact that the misconduct now alleged is the first misconduct again is no ground to condone the misconduct.”

14. In the case at hand the second party workman was found guilty for major misconduct, breach of trust and cheating. He was a Bank employee and he was expected absolute devotion, diligence, integrity and honesty in performing his duties as has been observed by Hon’ble Apex Court in the ruling of Union Bank of India V/s. Vishwa Mohan (Supra). In the light of above rulings and the nature of misconduct discussed herein above conclusion can be arrived at that the order of punishment of dismissal needs no interference. Thus I decide these issues nos. 3 & 4 in the negative and proceed to pass the following order

### ORDER

Reference stands rejected with no order as to cost.

Date: 14/03/2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 9 मई, 2014

**का.आ. 1541.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार परादीप पतन न्यास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (19/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 09/05/2014 को प्राप्त हुआ था।

[सं. एल-38011/3/2006-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

**S.O. 1541.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2007) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Paradip Port Trust and their workmen, received by the Central Government on 09/05/2014.

[No. L-38011/3/2006-IR (B-II)]

RAVI KUMAR, Section Officer

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

### PRESENT:

Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

### INDUSTRIAL DISPUTE CASE NO. 19/2007

Date of Passing Award – 6th February, 2014

### BETWEEN

The Chairman,  
Paradip Port Trust, Dist. Jagatsinghpur,  
Orissa – 754 142 . . . 1st Party-Management.

### AND

The Working President,  
Paradip Dock & Transport Workers’ Union,  
Nisamani Bhawan, Paradip Port,  
Dist. Jagatsinghpur, Orissa. . . 2nd Party-Union.

### APPEARANCES:

Shri S.N. Mishra, . . . For the 1st Party-  
Traffic Officer, PPT. Management.

Shri Sudhakar Mantry, . . . For the 2nd Party-  
Working President. Union.

### AWARD

In a reference under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 the Government of India in the Ministry of Labour vide its letter No. L-38011/3/2006-IR(B-II) dated 06.07.2007 has referred an industrial dispute for adjudication to this Tribunal in respect of the following matter:-

“Whether the 97 standby workers as per the list submitted by Paradip Dock & Transport Workers Union as enclosed at Annexure-D under the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 have acquired any right to seek full employment on the vacancies caused in the main list of workers of this said scheme? If so then what would be the date and benefits after treating them as main list workers? (2) Whether the management of Paradip Port Trust, Paradip is bound under the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 to fill up the vacancies caused in the main list of said scheme due to retirement, death or any other factors out of existing workers of the standby list?”

2. The Working President of the 2nd Party-Union has filed the statement of claim stated that the Paradip Port Cargo Handling Workers Scheme, 1979 was framed in exercise of the statutory powers conferred under section 42 of the Major Port Trust Act, 1963. The said scheme being a legal instrument, has the force of law because of its stability being in operation for nearly two and half decades since 1980 creating a promissory estoppel as a quasi contract, and generating a legitimate expectation in favour of the listed standby workers who are continuing as such till date.

3. The said scheme has also received judicial recognition, both by the Hon'ble Supreme Court as well as Hon'ble Orissa High Court in several litigations. The Hon'ble Orissa High Court in O.J.C. No. 2276/1985 has specifically recognized the preferential right of these standby workers to get employment under the said scheme of 1979 to the exclusion of all other outsiders, not listed under the said Scheme. However, despite such judicial verdict a set of 212 casual workers, termed as General Purpose Mazdoors are illegally employed in jobs which are assigned to and covered under the said scheme to the detriment of these standby workers. This is an unsavoury act and amounts to unfair labour practice falling in Item 9 of the Vth Schedule of the I.D. Act. The Apex Court in appeal of the Paradip Port Trust Management appointed a High Power Committee under the Chairmanship of Sri Justice H.R. Khana (retired Judge of Supreme Court) to finally resolve the dispute. The said Committee made in-depth study and laid down the guideline in respect of all categories of workers claiming regular employment under Paradip Port. The High Power Committee in Para-13:15 has held that "So far as the workers in the subsidiary list are concerned, it has been stipulated that they will be employed for cargo handling work after exhausting the workers in the main list".

4. The aforesaid indisputable factual position has been admitted by the Paradip Port Trust in their reply sent to Regional Labour Commissioner (Central) dated 16.12.2005 which reads as under:-

"However, there was a clear stipulation for engagement of subsidiary list of workers to the fact that only when engagement over flows the main list of workers, the subsidiary/standby list of workers would then be engaged".

5. In the year 2005, all the main list workers of the said scheme of 1979, were made regular Port employees. Most of these workers are now deployed in different jobs of the Port, not falling in the jobs earmarked for and assigned to cargo handling operation. Therefore, at least from the date when the main list workers went out of the scheme, these standby workers should have been brought over as main list workers of the said scheme. However the PPT seems to have been ill-advised from discharging its constitutional obligations by not fulfilling its holdout to give full time employment to the existing list of standby workers. As per the direction of the Apex Court the H.P.C. report was to be implemented by the PPT within two months. However despite the finding of the H.P.C, that the General purpose Mazdoor group of 212 workers, not being listed workers under the said scheme but casual workers, their engagement in the assigned jobs of the scheme was impermissible. The jobs of "collection of sweeping from the hold of the ships or from the barges and collection of sweeping from wharf and from the shed

are not being performed by the listed workers of 1979 Scheme". The H.P.C. has directed PPT to get these jobs done by the listed workers of the said scheme.

6. Viewed in the aforesaid background the right to seek full employment has become overwhelmingly and demonstratively more mature and legitimate to be enforceable and implemented under the doctrine of promissory estoppel as well as legitimate expectation. The H.P.C. report found the contention of general purpose mazdoor untenable and held that they are not cargo handling workers as duties as averred to have been performed by them are not cargo handling work. The committee has also found that certain jobs which ought to have been performed by the listed workers including standby category are being performed by the G.P.M. group of casual workers. The committee also directed the Paradip Port Trust that it should insist on the Stevedoring gang and shore gang to carry out their assigned duties and the Stevedores may not be permitted to engage casual labour for these duties. In spite of the aforesaid direction of the H.P.C. the Paradip Port Trust Management has not desisted from such illegal and unauthorized acts, but continues such contravention even though the report of the H.P.C. has been accorded finality and is binding on the Paradip Port Trust as per the judgement of the Apex Court as reported in AIR 1990 SC 1125. The Hon'ble Court also remarked:-

"It is needless to state that the benefit of decasualization of the workers should be in conformity with the Paradip Cargo Handling (Regulation of Employment) Scheme, 1979."

7. The Apex Court also directed for implementing the decision of the Committee within two months from the date of submitting the report. The committee submitted its report in July, 1993 but till today the G.P.M. Mazdoors are permitted to do the assigned jobs of the said scheme of 1979 even though they are not the listed workers of the said scheme.

8. It may be clarified that when the H.P.C. fixed the datum regarding different categories of cargo handling workers needed for efficient functioning of the said scheme, the traffic position on 31.3.1993 was kept in view. The number of existing berths at that stage were only six. Now the berths have been increased to 15 out of which only 6 berths are semi-mechanized. The Traffic has also gone up to the extent of 10 times or so. The main list workers even after being made regular Port employees, employment to the listed workers is being denied and instead casual employees are employed at lesser wages by adopting unfair labour practice. Since the cargo handling operation is a perennial and main activity of every Port and when that is progressively increasing, the need to employ the listed workers cannot be denied but that is resisted on the sole consideration that the Management



in such an event has to pay higher rate of wages as determined by the wage revision committee at national level. To overcome and avoid such liability to pay higher wages, the direction of the Apex Court, recommendations of H.P.C. as well as the Hon'ble High Court are being brushed aside. The standby workers who have not given up or relinquished their entitlement under the said scheme have acquired an indefeasible right to full employment either in the vacancies caused due to death, retirement or due to subsequent deployment of Main list workers as permanent employees of the Port. These workers should be treated as main list workers of the said scheme, at least in respect of assignment/jobs which is being illegally done through casual labourer under caption G.P.M. group. They should be treated as main list workers with effect from the date when their Union has raised the demand in the year 2005 and should be awarded compensatory wages from the said date for illegal denial of employment.

9. The 1st Party-Management in its written statement has alleged that the points as alleged that the points of dispute as referred to are misleading as they reflect complete distortion of facts. The 97 workers are part of the standby workers to whom Paradip Port has enlisted, but due to non-availability of work and presence of a large workforce in the main list these workers became surplus to the requirement. As per Port procedure the standby workers are to be provided employment after exhausting main list workers. Since the availability of main list workers was very large, the subsidiary list workers were not able to get any employment from and through the Port under 1979 Scheme till the scheme were abolished in 2005. Having failed to get any employment from the Port, this group of 97 workers have managed to get employment from Paradip Phosphate Limited and IFFCO berths since 1985 and 2006 respectively for various casual workers in their captive berths. These workers are being engaged by the PPL and IFFCO through their handling contractors. The issue of filling up vacancies in the main list is closed in view of Government order dated 14.12.2004 which state that such vacancies will stand abolished upon retirement, death/superannuation of main list workers. The Paradip Port Trust is debarred to fill up the vacancies under the 1979 Scheme which is no more in vogue for main list workers after their regularization under the Port. The standby workers are rank casuals in so far as their engagement under 1979 scheme of PPT is concerned. There is no contract or statute between these workers and Paradip Port Trust except the fact that these workers were enlisted and notified as standby workers way back in 1980. The Paradip Port has not engaged any outsiders or any General Purpose Mazdoors. The Paradip Port continues to engage the workers from the main list only for cargo handling operation i.e. loading/unloading cargo from the vessels. The General Purpose Mazdoors are engaged by the stevedores who provide assistance to stevedores to

undertake ancillary operations. It is wrong to contend that after regularization of the main list workers under the Port, they will sit idle and the subsidiary list workers will replace them and do all the loading/unloading operation. As on date there are 1050 number of workers in the main list and their average engagement is 5 to 6 days in a month and the Paradip Port is shouldering a huge financial burden towards their monthly wages and benefits. The General Purpose Mazdoors have come into existence due to lackluster attitude of the Main list workers who have abdicated their responsibility to do certain ancillary works such as cleaning, sweeping on board the vessel. The Port Trust has tried its best to take up the work with main list workers but the same was of no avail. As such the stevedores continued to engage General Purpose Mazdoors for all ancillary works. It is not disputed that the jobs such as sweeping, cleaning, water supply, tools and tackles supply etc. are performed by the Stevedore's workers who have been named as General Purpose Mazdoors. These workers are engaged and paid by the Stevedores and are not covered under the 1979 Scheme. However the Port Trust in consultation with the Union have been pursuing a pattern of engaging these workers by rotation and the same continue to be in force till date. The observation in respect of G.P.M. Mazdoors by the High Power Committee is only recommendatory as there is no direction by the High Power Committee to discontinue engagement of G.P.M. Mazdoors. In any case, the engagement of G.P.M. Mazdoors by the Stevedores has become a practice since the same is continuing for a very long period and any change in nature of engagement of these workers will unsettle a settled position of the post and create labour unrest. On account of large scale mechanization in cargo handling operation, the volume of traffic handled at Port has substantially increased while the number of workers performing these jobs is declining due to natural attrition such as death and retirement. The Government of India has banned fresh recruitment and listing of additional workers in the main list as per recommendation of the High Power Committee. 229 workers have been enlisted as clearing and forwarding workers under clearing and forwarding Scheme, 1994 and the balance number of workers did not avail the aforesaid opportunity for engagement. In case there is requirement of additional work force in the Clearing and Forwarding operation, the claimant workers will be asked to submit their claims for induction in to 1994 Clearing & Forwarding Scheme.

10. The 2nd Party-Union in its rejoinder has submitted, amongst other things, that since the findings of the H.P.C. report have been reaffirmed by the Apex Court as comprehensive, final and binding on all parties in its judgement reported in 1998 3 SCC 113 the 1st Party-Management cannot be permitted to undo the findings of the H.P.C. report and cannot take advantage of their own



illegal acts. The 97 standby workers were shifted to work in the captive berths which belong to Paradip Port Trust, but let out on rental basis to PPL & IFFCO where they were retained without any job security. The action of the Management being illegal from the very inception cannot be continued in law. Therefore there is no escape from the conclusions that these standby workers are entitled for regularization and equal pay for equal work.

11. On the pleadings of the parties following issues were framed.

### ISSUES

1. Whether the 97 standby workers as per the list submitted by Paradip Dock & Transport Workers' Union as enclosed at Annexure-D under the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 have acquired any right to seek full employment on the vacancies caused in the main list of workers of this said scheme? If so, then what would be the date and benefits after treating them as main list workers?
2. Whether the management of Paradip Port Trust, Paradip is bound under the Paradip Port Cargo Handling Workers (Regulation and Employment) Scheme, 1979 to fill up the vacancies caused in the main list of said scheme due to retirement, death or any other factors out of existing workers of the standby list ?
12. An additional Issue was also framed on 22.9.2011 on the orders of the Hon'ble High Court of Orissa passed on 16.7.2010 in W.P.(C) No. 12357/2007 to the following effect :
3. Whether there exists a dispute or difference between the parties with regard to the existence of the industrial dispute in relation to the points of dispute referred to in the schedule of reference made to this Tribunal?
13. The 2nd Party-Union has examined two witnesses, namely, Shri Sarbeswar Routray as W.W.-1 and Shri Sudhakar Mantry as W.W.-2 in support of its claim and relied on 11 documents marked as Ext.-1 to Ext.-11.
14. The 1st Party-Management, on the other hand, examined only one witnesses namely Shri Sriman Narayan Mishra, Traffic Officer, Paradip Port Trust as M.W.-1 and relied on two documents marked as Ext.-A & Ext.- B.

### FINDINGS

#### ISSUE NO. 3

15. It was argued on behalf of the Paradip Port Trust i.e. the 1st Party-Management before the Hon'ble High Court of Orissa in the Writ Petition as referred to supra that the points of dispute referred to by the appropriate Government in the present dispute does not survive for consideration as there is no existing industrial dispute

between the parties as the same is covered by the reported decision of the Supreme Court in the case of "Paradip Port Trust –Versus- Paradip Port Dock and Mazdoor Union (AIR 1990 SC 1125). It was further argued that the High Power Committee was constituted by the Apex Court in exercise of its constitutional power to go into certain dispute between the parties and submit a report. The recommendation made in the report of the said committee has already been implemented by the petitioner-employer. Therefore the question of re-adjudicating the points of dispute referred to by the appropriate Government in the present dispute does not survive. It was submitted in reply by the Union that the contention that the points of dispute are covered by the report of the committee and the same have been implemented is not tenable in law as the concerned workmen were not parties to the said earlier case referred to supra. Therefore the Hon'ble High Court of Orissa directed this Tribunal holding the view that there is a dispute with regard to the existence of industrial dispute in relation to the points of dispute referred to in the schedule in the reference made to the Tribunal for its adjudication to expedite resolution of the dispute between the parties by giving opportunity of hearing to them and recording a finding on the contentious disputed fact by framing such an additional issue in addition to the points referred to it.

16. During course of argument, after closure of evidence by the parties, it has been noted that parties have not raised any argument on this issue. The burden to prove this issue lies on the 1st Party-Management, but the authorized representative of the 1st Party-Management kept silence on this issue. However, on going through the judgement of the Hon'ble Apex Court referred to as supra makes it clear that the High Power Committee was constituted to decide the question of listing the unlisted workers in the light of the recommendations under Paras 13.2 to 13.8 of the Abraham Committee Report and in accordance with the Paradip Port Cargo Handling (Regulation of Employment) Scheme, 1979. The committee was also asked to work out a scheme to mitigate the unemployment of surplus workers. The Hon'ble Apex Court also directed that the Paradip Port shall implement the decision of the committee within two months from the date of submitting the report. The High Power Committee submitted its report sometimes in July, 1993. Thus two points were referred for decision of the committee. First the listing of unlisted workers in the light of the recommendation under Para 13.2 to 13.8 of the Abraham Committee Report and in accordance with the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 and the second working-out a scheme to mitigate the unemployment of surplus workers. The High Power Committee in Para 13:15 of Chapter 13 of its report has expressed the view that so far as the workers in subsidiary list are concerned it has been stipulated that

they will be employed for cargo handling work after exhausting the workers in the main list. But they have not made provision or recommendation in such an eventuality as has been raised in the present case. The points of dispute herein have arisen due to subsequent events and also on non-adherence to the recommendations of the High Power Committee. With regard to the engagement of standby workers in place of outsiders (G.P.M) for specified operations under Cargo Handling Scheme of 1979.

17. On behalf of the 1st Party-Management order passed on 11.2.2011 by the Hon'ble Orissa High Court in O.J.C. No. 6412 of 1999, W.P. (C) No. 5311 of 2001 and W.P. (C) No. 4825 of 2004 has been relied in which prayer for regularization of service like main list workers with consequential benefits was made by some of the petitioners of standby list. All the writ applications were disposed of with observation that as and when work is available, the petitioners who are in the subsidiary list, shall be provided with work. In these writ applications some of the present disputants were parties. However the order of the Hon'ble High Court does not speak of on the point of regularization. The 2nd Party-Union on the other hand, has relied on decision of Hon'ble Orissa High Court given in O.J.C. No. 2276/85 on 7.5.1987 in which an order was passed on consent directing the Opposite Party not to enlist any other workers in the main list until the standby list in question is exhausted. But in my view all these decisions do not touch the points of dispute raised in the present case.

18. Likewise the issues referred by the Government to this Tribunal here in the present case for adjudication do not seem to have been discussed in the High Power Committee report. The two points referred by the Hon'ble Apex Court for decision to the committee thus do not cover up these issues. Therefore it cannot be said that the points of dispute referred to by the appropriate government in the present dispute does not survive for consideration. It is also a point of dispute between the parties before this Tribunal that the recommendations of the H.P.C. have been implemented or not by the Port Trust Management as per orders of the Hon'ble Apex Court which requires implementation of the decision of the committee within two months from the date of submitting the report.

19. In view of the above discussions it is held that there exists a dispute or difference between the parties with regard to the existence of industrial dispute in relation to the points of dispute referred to in the schedule of reference made to this Tribunal and accordingly this issue is decided in the affirmative.

#### ISSUE NO. 1

20. In the present reference the 97 standby workers have claimed acquisition of right to seek full employment on the vacancies caused in the main list of workers under

the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 and if they have acquired any such right then eligibility for benefits arising out of it being treated as main list workers. Under Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 two list of workers were prepared. The first is called main list of workers and the second is called subsidiary or standby list of workers which consisted of 1500 and 686 workers respectively as on 1.5.1984. It was stipulated that firstly main list workers will be provided employment and if any additional requirement is made employment to the workers of the subsidiary/standby list will be provided. It has been reported in Chapter-12 of the High Power Committee Report that as the workers in the subsidiary list were not having any engagement some left the Port to seek other employment. In the same process the number had come down to 633 and later stood at 504 in December, 1988. Now it is revealed that only 97 workers in the subsidiary or standby list remained to be counted as some of the workers of the subsidiary list opted employment under C & F scheme i.e. called Clearing, Forwarding and handling workers Scheme. Since the present 97 workers of the standby list had not opted for Clearing Forwarding and Handling Workers Scheme they have claimed absorption in the vacancies caused in the main list of workers. The point was raised by the Union concerned before the High Power Committee, but the committee refrained itself from passing any order to the detriment of those already listed in these proceedings arising out of a Writ Petition in which they were never impleaded as party and no prayer was made against them. The committee also abstained from giving a direction for the retrenchment or removal or adjustment of those already in the Main List. It was stipulated with regard to the workers in the subsidiary list that they will be employed for cargo handling work after exhausting the workers in the main list. But the Committee found that "experience during all these years has shown that the question of offering more employment opportunity to the workers in the subsidiary list did not arise as the workers in the main list themselves are surplus to the requirement. In the circumstances the benefits which workers in the subsidiary list might have visualized from the decision of the High Court of Orissa dated 19th December, 1986 remain more or less teasing illusion," but it has to be found later on that in violation of the provisions of the Scheme, all Cargo Handling Operations on the shore and handling of all cargoes on shore in the course of loading or shipment are being carried out by casual labourers called as General Purpose Mazdoors engaged by the stevedores, while the duties of collection of sweeping from the holds of the ships or from the barges and collection of sweeping from the wharf and from the shed are to be performed by the listed workers of 1979 Scheme. The committee examined the issue carefully and found the contention of the Union to be correct and noticed that those jobs were being performed by casual

labourers engaged by the stevedores. The Committee thereupon observed that “it is therefore necessary that Paradip Port Trust should insist on the Stevedoring gang and shore gang to carry out their assigned duty and the stevedores may not be permitted to engage casual labour for these duties”. The contention of the 2nd Party-Union is that despite the direction of the High Power Committee the Paradip Port Trust Management is still continuing with this practice. This has resulted in mitigating employment opportunities to the standby workers.

21. It has also been alleged that in 1979 two berths were in operation and at present fifteen berths are being operated out of which six berths are semi mechanized. The traffic load has gone ten times, but the number of days of employment available to the listed workers has not shown an increase due to the clandestine inclusion of Clearing and Forwarding and other labourers into the port for performing the functions under the purview of Cargo Handling Scheme, though it is true that with the provisions of mechanical aids and better handling techniques manual efforts have decreased and cargo handling has become faster, but with the discontinuation of taking the work of collection of sweeping from the holds of ships or from the barges and collection of sweeping from the wharf and from the shed by engaging casual labourers by the stevedores may increase some employment opportunity to the listed workers.

22. On over all appreciation of all the issues involved, the committee assessed optimum requirement as on 31.3.1992 at 1104 of main list workers out of 1504 rendering about 400 workers as surplus and from subsidiary list of workers at 3 out of 585 workers. The committee, however, expressed the view that it would not be justified in passing an order to the detriment of those already enlisted in these proceeding arising out of a Writ Petition in which they were never impleaded as party and no prayer was made against them. No doubt the Union of which they are the members were impleaded at its request as a party to the appeal, but the Union in appeal more or less represented the case of those in the Standby List and other workers not already included in the Main List. The committee therefore abstained from giving a direction for the retrenchment or removal or adjustment of those already in the Main List. Regarding the fate of 504 mazdoors belonging to the standby category the committee held that “the workers in the standby list have more weighty claim compared to the claims of other workers” and they were given chance to be included in the list of workers (now) being enlisted for clearing, forwarding and handling work and in this process these 97 standby workers kept themselves out of the said Scheme and they are now said to be engaged under captive berths of PPL and IFFCO on the instructions of the Paradip Port Trust authorities since these two companies are having no stevedoring license. M/s. Orissa Stevedores were engaged by them to deploy

these standby workers in the two captive berths. The Paradip Port Trust has issued I-Cards and gate passes to these standby workers to do the work in the captive berths as standby workers. According to W.W.-2 Shri Sudhakar Mantry these standby workers are receiving 10% of the wages of the main list cargo handling workers which is a straight violation of labour law. The 1st Party-Management also admits to have engaged all these 97 standby workers in the two captive berths operated by M/s. PPL and M/s. IFFCO, through M/s. Orissa Stevedores. Thus it is not denied that these standby workers are the listed workers under the Paradip Port Cargo Handling Workers Scheme, 1979 and because of getting no employment under the Paradip Port Trust they are working in the captive berths of M/s. PPL and M/s. IFFCO through M/s. Orissa Stevedores. Therefore there has been fiduciary relationship of master and servant between the Management of Paradip Port Trust and these workers.

23. It has to be noted that subsequent to the filing of High Power Committee Report and various litigations taking place between the parties the Paradip Port Trust Management has abolished the Cargo Handling Scheme, 1979 in 2005 vide Government of India's order dated 14.12.2004 after creating 1235 posts for regularization/decasualization of Cargo Handling Workers in the Paradip Port Trust from prospective effect with these stipulations that the posts would be abolished as and when the incumbents vacate the posts due to retirement, etc. But on going through the photostat copy of this letter filed as Annexure-2 to the written argument of the 1st Party-Management it appears that there has been no-where mentioned in this letter that cargo handling scheme of 1979 has been abolished by the Government. No alleged order of 2005 repealing the above scheme by the Paradip Port Trust Management has been filed on record. Therefore there is no proof of repeal or abolition of the Paradip Port Trust Cargo Handling Workers Scheme, 1979. The order dated 14.12.2004 of the Government of India, Ministry of Shipping, Road Transport & Highway speaks of creation of 1235 posts for regularization/decasualization of cargo handling workers in the Paradip Port Trust. But the 1st Party-Management has not filed any such list of workers of cargo Handling Scheme of 1979 who were regularized/decasualized after creation of 1235 posts of cargo handling workers in the Paradip Port Trust. This letter also refers to a letter of even number dated 5.7.2004 of the Government which was superseded by this letter. This letter also stipulates that the posts of Cargo Handling Workers which have been created and regularized by virtue of this letter would be abolished as and when the incumbents vacate the posts due to retirement etc. which means that the regularized posts shall not be filled up when these are vacated by the incumbents due to retirement etc. By the creation and regularization of 1235 posts of Cargo Handling Workers it is supposed that almost all the main list workers

of Cargo Handling Scheme, 1979 have been regularized and given the status of Paradip Port Trust employees. With the regularization of main list workers and having given the status of Paradip Port Trust employees, the Paradip Port Trust Management has certainly utilized their services any where in the Paradip Port as deemed fit. Therefore the services of the main list workers could not be made available for Cargo Handling Operations, if the regularized workers were posted elsewhere. It is not known Cargo Handling Work is being taken in the Paradip Port Trust by how number of workers. W.W.-1 Shri Sarbeswar Routray and W.W.-2 Shri Sudhakar Mantry have stated in their evidence that at present about 1100 main list workers are working under the Paradip Port Trust. But it is not clear as to when 1235 workers were regularized/decasualized on the created posts of Cargo Handling Workers. Earlier to regularization/decasualization of Cargo Handling Workers the vacancies created due to death etc. in the main list were filled up or not, is not made clear. But the vacancy in the main list, to my mind, was not required to be filled up as no need for additional requirement would have arisen and so the same would have not been meted out from the subsidiary list of workers. But now the situation has completely changed and the workers in the main list have been decasualized. The vacancies left by them had to be filled up by the workers in the subsidiary list. It is not a matter of dispute that at least 212 outsiders, called general purpose mazdoors, are being engaged by the stevedores for Cargo Handling Work despite the clear-cut direction of the High Power Committee that the Paradip Port Trust should insist on these stevedoring gang and shore gang to carry out their assigned duty and the stevedores may not be permitted to engage casual labour for these duties. The contention of the 1st Party-Management that the disengagement of general purpose mazdoors by stevedores and engagement of subsidiary list workers in their place would create labour unrest and disrupt operation is not tenable in view of the fact that the standby workers are listed workers under the Paradip Port Trust Cargo Handling Scheme, 1979. Therefore their right to seek employment to the extent of availability as being availed of by the main list workers has to be treated preferential to other enlisted workers. Their fate which has been hanging in the midway for the last 30 or more years cannot be left in an indecisive way, specially when the main list workers have been regularized and absorbed in the services of the Paradip Port Trust and the services of outside labourers are being taken illegally depriving them of their right to seek full employment as/is available to the main list workers of Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979.

24. Now the question arises as to what benefits and from which dates these benefits will be admissible to these standby workers? In this respect the 2nd Party-Union has demanded that these benefits should be allowed to them

from the date when they raised the demand in the year 2005. This answer to this is that since the main list workers are said to have been decasualized/regularized with effect from 25.01.2005 as alleged by M.W.-1 Shri Sriman Narayan Mishra in Para-4 of his written statement they shall be treated as main list workers from that date and the benefits which were being given to the main list workers since before shall be given to these standby workers. This issue is decided accordingly.

## ISSUE NO. 2

25. Under this issue it is to be decided as to whether the management of Paradip Port Trust, Paradip is bound under the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 to fill up the vacancies caused in the main list of said scheme due to retirement, death or any other factors out of existing workers of the standby list.

26. It has not been disputed that 1235 posts were created for regularization/decasualization of Cargo Handling Workers in Paradip Port Trust by letter dated 14.12.2004 of the Government of India, Ministry of Shipping, Road Transport & Highway and against these posts main list workers were regularized/decasualized by the Paradip Port Trust on 25.1.2005. In this letter dated 14.12.2004 it has been specifically mentioned that the posts would be abolished as and when the incumbents vacate the posts due to retirement etc. The contention of the 1st Party-Management is that the issue of filling up vacancies in the main list is closed in view of the Government order dated 14.12.2004 stipulating that those posts would be abolished on vacation of these posts by incumbents due to retirement, death etc. The wordings of this letter do not suggest that earlier to receipt of this letter vacancies in the main list of cargo handling workers were not used to be filled up on any ground. 1235 posts of cargo handling workers were created for regularization/decasualization, but it has not been made known by the 1st Party-Management by filing any order of regularization/decasualization of these workers as to how many workers in the main list have been regularized by the Paradip Port Trust and how many vacancies, if any, were left to be filled up. The regularized posts are required to be abolished in future when the incumbents would vacate the posts due to retirement etc. The newly created posts on the date of regularization/decasualization have to be filled up first out of the main list workers and, if left vacant, then by subsidiary list of workers. The picture is not clear as to what number of main list workers were in existence on 25.1.2005. As such the 1st Party-Management has to fill-up the vacant posts after exhausting the main list from the standby list of workers. In this connection a reference has to be made to Para-10 of the written statement of the 1st Party-Management in which it has been stated that presently there are 1050 number of workers in the main



list. The witness produced on behalf of the 2nd Party-Union, namely W.W.-1 Shri Sarbeswar Routray and W.W.-2 Shri Sudhakar Mantry have alleged the figure of the main list workers as 1100. But this does not make the picture clear about the number of workers working in the main list on 25.1.2005. Therefore it is left on the 1st Party-Management to regularize/decasualize the cargo handling workers of the standby/subsidiary list, if all the 1235 posts were not regularized/decasualized from the main list of workers on 25.1.2005. Subsequent to that date since the vacant posts would stand abolished with the death, retirement etc. of the incumbents no vacancy caused in the main list of the said scheme is required to be filled up.

27. However, it would not be out of place to reiterate the contention of the 1st Party-Management that the Paradip Port Trust Cargo Handling Workers (Regulation of Employment) Scheme, 1979 was abolished in the year 2005. In view of the said allegation, though not irrevocably admitted by the 2nd Party-Union, if the said scheme has been abolished then the cargo handling workers of the main list would have become regular employees of the Paradip Port Trust without being categorized as main list workers. Resultantly, the vacancies caused thereafter would have to be filled up in the event of retirement, death or any other factors out of the existing workers of the standby list. Because of abolition of the Scheme all the stipulations made in the said scheme and also in the Government letter dated 14.12.2004 will not remain effective and in that case the right of the standby workers to be included in the main list in the event of vacancy created in the main list due to death, retirement etc. will have to be respected by filling up the vacancies from the workers in the standby list. Here also the order dated 7.5.1987 of the Hon'ble High Court of Orissa passed in O.J.C. No. 2276/85 comes to their rescue wherein the Hon'ble High Court upon conceding the grievance of the petitioners (workers in the stand by list) by the Opposite Party has directed that the Opp. Party shall not enlist any other workers in the main list until the standby list in question is exhausted." Therefore it is to be held that these standby workers having been kept as listed workers under the said scheme of 1979 since 1980 have acquired a valuable right under the law for regular work earmarked for workers in the main list lot of vacancies having been caused by making the main list workers as permanent port employees and diverting them for other port activities. This issue is decided in the light of the observations made in the body of discussions under this issue.

28. In view of the findings recorded above the 97 standby workers are entitled to be placed in the main list of cargo handling workers having acquired a right to seek employment on the vacancies caused in the main list of workers of the Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 as are given to the main list of workers heretofore. They are also entitled

to the benefits as admissible to the main list workers from 25.1.2005. The Paradip Port Trust Management shall fill up the vacancies caused in the main list as on 25.1.2005 due to retirement, death or any other factors out of the existing workers of the standby list in the light of the observations made and findings derived under Issues No. 1 & 2.

29. The reference is answered accordingly.

Dictated & Corrected by me.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2014

**का.आ. 1542.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (19/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/437/1989-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1542.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/1999) of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, which was received by the Central Government on 16/05/2014.

[No. L-12012/437/1989-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/19/1999**

Date : 17.04.2013.

**Party No. 1 :** Zonal Manager,  
Bank of India,  
Kingsway, Nagpur

**Versus**

**Party No. 2 :** Joint Secretary,  
Bank of India Workers' Organization,  
Congress Nagar, Nagpur.



**AWARD**

(Dated: 17th April, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Bank of India and their workman, Shri Bandu Laxmanrao Chikhale, to CGIT-Cum-Labour Court, Jabalpur for adjudication, as per letter No.L-12012/437/1989-D-2-A dated 14.02.1990, with the following schedule:-

"Whether the action of the management of Bank of India, Nagpur in not regularizing and thereafter terminating the services of Shri Bandu Laxmanrao Chikhale is justified? If not, to what relief the workman is entitled?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "Bank of India Workers' Organization" ("the Union" in short) filed the statement of claim on behalf of the workman, Shri Bandu Laxmanrao Chikhale, ("the workman" in short) and the management of Bank of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented by the Union in the statement of claim is that the workman was first engaged by the Branch Manager, Kamptee branch as a peon on 05.04.1984 and the appointment was through the Employment Exchange and with the consent and approval of the Zonal Manager, Bank of India, Nagpur and the workman was required to perform the duties of a full time peon in the permanent Cadre, although he was paid on daily wages basis and till the date of his termination, the workman had put in 617 days of employment and the workman was exploited and every provision of the Bipartite Settlements was infringed in the process and neither any formal appointment order was issued in favour of the workman nor his name was taken on the records of the party No.1 and though the workman was employed as a full time peon, he was deprived of the facilities extended to the full time peons in the Permanent Cadre and the poor service conditions and in particular, the practice of party No.1 in getting the permanent and regular work done through employees like the workman, constrained them (union) to raise the industrial dispute regarding the non-regularisation of the workman before the conciliation officer on 31.10.1988 and the dispute was seized for conciliation and the party no.1 after receiving the notice from the conciliation authority adopted an extremely vindictive attitude and terminated the services of the workman with effect from November, 1988 and in such

circumstances, no settlement could be reached and as such, a failure report was submitted to the Central Government and the termination of the workman from services was ex-facie unfair labour practice and the fact of putting in at least 617 full time working days by the workman as a peon clearly demonstrates that a permanent vacancy was in fact in existence and alongwith the service of the workman, services of Shri C.K. Patil and Shri Chandrashekar Rahate had been utilized by the Kamptee branch of the Bank of India and the services of Shri Patil and Shri Rahate were retained by the party no.1 after termination of the services of the workman and infact the aforesaid two employees were regularized in the permanent sub staff cadre, even though they were engaged much after the appointment of the workman and both of them were juniors to the workman and such action of the party no.1 was in breach of Section 25-G of the Act.

The further case as projected by the union is that the party no.1 adopted a very novel system of defeating the rights of the employees engaged on daily wages basis and after termination of the services of the workman, besides the two employees named above, the party No.1 continued to engage employees on daily wages and the said employees were paid on vouchers, as a result of which, such facts have not been reflected in the records or accounts of party no.1 and the payment of wages to such employees on vouchers was shown in the accounts as debit to miscellaneous charges and cash payment reimbursed to manager and the practice of engaging daily wagers to get done the job of permanent sub staff was curtailed to some extent and some of the employees were taken on the permanent establishment due to their raising several disputes and the workman, who had put in 617 days of employment stood in a better footing and the refusal of the party no.1 to absorb the workman is a patent victimization and vindictive attitude of party no.1 and the party no.1 committed unfair labour practice by initially engaging the workman from year to year on daily wages basis, although work of permanent and full time cadre was extracted and thereafter terminating his service in colourable exercise of power and as such, the workman is entitled to reinstatement in service in permanent full time cadre with every consequent service benefits including back wages and continuity in service.

3. The party no.1 in their written statement have pleaded inter-alia that the workman was engaged for the first time on 05.04.1984 as waterman and thereafter, on daily wages casual basis, whenever there was vacancy due to leave absence of regular sepoy and/or temporary increase of work and the workman put in only 131 days of service with them, on purely casual basis and there was never any exploitation of the workman or infringement of any provision of the bipartite settlements and the workman was not employed as full time peon and it was the workman himself, who for reasons best known to him stopped

reporting for getting the job of budlee sepoy at the branch and during the process of conciliation before the Assistant Labour Commissioner (Central), Nagpur, it was submitted by them in writing that they would have no objection whatsoever, if the workman would report to the branch for budlee worker against leave vacancy of the department sepoy etc. and as per the turn, seniority, eligibility of the workman and as per rules, he would be considered for absorption against permanent vacancy, as an when vacancy would arise in future and his case cannot be considered in isolation, overriding the candidature of other likely situated persons, if any and after such offer, it was for the workman to report in the branch, for getting employment, but for reasons best known to him, he did not report at the branch and there was no violation of the provision of Section 25-G of the Act by them and as the workman failed to report at the branch for getting the work, they cannot be made responsible for the same and the workman is not entitled to any relief.

4. Besides placing reliance on the documentary evidence, both the parties have led oral evidence in support of their respective claims. Six witnesses including the workman have been examined by the union in support of the claim. Party no.1 has examined Mr. Rajkumar Tulsiram Naik as a witness in support of their claim.

5. Before delving into the merits of the case, it is to be mentioned here that this reference has been made to adjudicate as to whether the action of the party no.1 in not regularizing the workman, Shri Bandu Laxman Rao Chikhale and thereafter terminating his services is justified or not. It is well settled by the principles enunciated by the Hon'ble Apex Court in a number of decisions that the Tribunal cannot travel beyond the terms of reference and decide any other matters. Hence, the present reference is to be adjudicated in terms of the reference.

6. At the time of argument, it was submitted by the union representative that according to the case of the union, the workman was engaged as a peon on 05.04.1984 by the Branch Manager, Kamptee branch and between 1984 to 1988, he worked for 617 days and even though there was a permanent vacancy, the workman was not regularized and there was violation of the provisions of Sections 25-G and 25-H of the Act, as Shri C.K. Patil and Shri Chandrashekhar Rahate, who were juniors to the workman were retained and regularized and such facts have not been denied by the party no.1 and the party no.1 has taken the plea that the workman himself did not report for work for the reasons best known to him and his services were not terminated by them, but from the unchallenged evidence adduced by the union and the admission of the witness for party no.1, it is crystal clear that the services of the workman was terminated, when the union raised the dispute before the conciliation officer for not regularizing the workman and the witness for the party no.1 in his

cross-examination has admitted the case of the union, where as, the evidence of the workman and other witnesses examined on behalf of the union has remained virtually unchallenged and as the termination of the workman was in violation of the provisions of Sections 25-G and 25-H of the Act, the same is illegal and as such the workman is entitled for regularisation in service w.e.f. 31.10.1988. It was further submitted that the termination of the workman is unfair labour practice and the party no.1 inspite of having permanent vacancies, was engaging daily wagers to perform the work of the permanent employees for years together and inspite of the directions of the Tribunal, documents were not produced by the Bank, so adverse inference is to be drawn against the party No.1.

In support of such contentions, the union representative has relied on the decisions reported in AIR 1983 Calcutta-337 (Traders Syndicate Vs. Union of India) and the Hon'ble Bombay High Court in the case of Grindlays Bank Ltd. Vs. Grindlays Bank Employees Union.

7. Per contra, it was submitted by the representative for the party no.1 that the workman was engaged on purely casual temporary basis for the first time on 05.04.1984 as waterman and subsequently, he was engaged on purely temporary basis, as and when required in leave vacancy and/or whenever there was increase of work and the workman did not complete 240 days in the preceding 12 months of his alleged terminatoin and the workman stopped reporting for getting the job as budlee sepoy and it is clear from the evidence of the workman himself that he was paid on daily wages and he had never completed 240 days of work in a year and the burden to prove 240 days of service lies on the workman and the workman has not produced any evidence in support of the same and the provisions of Sections 25-G and 25-H are not applicable and the workman is not entitled to any relief.

In support of such contentions, the management representative has placed reliance on the decisions reported in AIR 2004 SC-4791 (MP Electricity Board Vs. Hariram), (2006) 1 SCC-106 (R.M. Yellatti Vs. Asstt. Executive Engineer), (2006) 9 SCC-132 (Surendranagar Dist. Panchayat Vs. Gangaben), (2006) 6 SCC-221 (Reserve Bank of India Vs. Gopinath Sharma) and the decision of the Hon'ble Bombay High Court in writ petition no. 1072/2002 (Bank of India Vs. Presiding Officer, CGIT, Nagpur).

8. Having heard the representatives for the parties and having perused the materials on record, it is found that the workman was not appointed to any regular post or against any permanent vacancy and his engagement was on the basis of the need of work on daily wages basis. The engagement of the workman was also not in accordance with the Rules of recruitment. The facts of his engagement on daily wages basis by the Manager of Kamptee branch of the Bank intermittently has been

admitted by the workman in his evidence. It is also the case of the union in the statement of claim. It is also found from the materials on record that neither the union nor the workman has specifically claimed or established that the workman had worked for 240 days in the given year. The chart of the working days furnished in the statement of claim and the chart filed by the workman alongwith the affidavit do not show that the workman had worked for 240 days preceding the 12 calendar months of the alleged date of termination or in any year.

According to the union, the workman was terminated from service after raising the dispute before the conciliation officer on 31.10.1988. Much reliance was also placed on the evidence of the witness examined on behalf of the party no.1, who in his cross-examination has stated that the workman was disengaged by the Bank, soon after the union raised the dispute before the ALC. However, it is found that there is no force in the said contention raised by the union. According to the case of the union and the workman, in between 1984 to 1988, the workman worked for 617 days. A detailed list of the working days with dates and month in every year has been furnished by the workman. According to the said list, the workman worked from 06.06.1988 to 05.07.1988 as waterman for the last time in 1988. From the said list, it is found that the workman did not work with party no. 1 after 05.07.1988. The said fact indicates the probability of the claim made by the party no.1 that the workman did not report for work himself. It is found that the union has made untrue claim in the statement of claim. According to the statement of claim, the workman was engaged as a peon on 05.04.1984. However, the workman has admitted that on 05.04.1984, he was engaged as a waterman. Such admission of the workman and so also the chart of working days furnished by the workman clearly show that the claim of the union that the workman was engaged as a peon is not true.

9. So far drawing of adverse inference for non-production of documents is concerned, it is found that inspite of the direction given by the Tribunal on 07.02.1996 for production of documents, the party no. 1 did not produce the same. However, out of those documents, some are produced by the union. Moreover, taking into consideration the pleadings of the parties, the stand taken by them and the evidence on record, it is found that there is no necessity to draw adverse inference against the party no. 1, for non-production of the documents.

10. From the materials on record and the discussions made above and applying the principles enunciated by the Hon'ble Apex Court in the decisions cited by the management representative, specifically in the decisions reported in (2006) 6 SCC-221 (Supra) and AIR 2004 SC-4791 (Supra), in which, it has been held by the Hon'ble Apex Court respectively that :

“Industrial Disputes Act (14 of 1947), Ss.25-F, 11-A-Discontinuation of service—Respondents engaged by Electricity Board on daily wages for digging pits for erecting electric poles—Respondents employment terminated on completion of project and re-employed for same work whenever required—Petition against seeking permanent employment—Respondents employment was not for continuous and regular work of Board- Fact that Board failed to produce muster rolls for year 1990 to 1992 though called upon to produce muster rolls for years 1987-1992—Not sufficient to draw adverse inference against Board- Cannot be basis for finding that respondents have worked for 240 days in a year—More so when respondents neither specifically claimed nor established that they had worked for 240 days in given year—Direction for their reinstatement solely on basis of said adverse inference liable to be set aside.”

AND

“Labour Law—Daily wager—Disengagement of—Validity—Workman not appointed to any regular post but engaged on the basis of need of work on day-to-day basis, held, had no right to the post—Hence, his disengagement on acquiring a qualification exceeding the maximum prescribed, held, could not be treated as arbitrary or amounting to wrongful dismissal within the meaning of Item 3 of Sch.II to Industrial Disputes Act, 1947— High Court erred in holding otherwise—Industrial Disputes Act, 1947, Sch. II Item 3—Wrongful dismissal—What is not—Post—Right to—Daily wager, held, devoid of such a right.”, it is found that the union has failed to show that the action of party No.1 was illegal.

As the facts and circumstances of the case in hand are quite different from the facts and circumstances of the cases referred in the decisions cited by the union representative, with respect, I am of the view that the same have no application to the case. Hence, it is ordered:-

### ORDER

The action of the management of Bank of India, Nagpur in not regularizing and there-after terminating the services of Shri Bandu Laxmanrao Chikhale is justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 मई, 2014

**का.आ. 1543.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 18/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/881/88-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1543.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 16/05/2014.

[No. L-12012/881/88-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/18/1999**

Date: 25.06.2013

- Party No.1 : The Zonal Manager,  
Bank of India, S.V. Patel Road,  
P.B. No. 4, Nagpur – 440001.
- Party No.2 : The Zonal Secretary,  
Bank of India Workers' Organization,  
House No. 542, Dr. Munje Marg,  
Congress Nagar, Nagpur.

#### AWARD

(Dated: 25th June, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Bank of India and their workman, Shri Chandrasekhar Gathibande to the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, for adjudication, as per letter No.L-12012/881/88-D-2(A) dated 10.08.1989, with the following schedule :

"Whether the action of the management of Bank of India in terminating the services of Shri Chandrasekhar Gathibande is justified? If not, to what relief is the workman entitled?"

Subsequently, the reference was transferred to this Tribunal by the Central Government for disposal according to Law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Bank of India Workers' Organization", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Chandrasekhar Gathibande, ("the workman" in short), and the management of Bank of India, ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim by the union is that the workman was appointed in Kalmeswar Branch of the Bank on 04.05.1983 as a Badlee Sepoy in the Sub-staff Cadre and contrary to the provisions of the various bi-partite settlements and awards governing the service conditions of the employees of Party No. 1, no appointment order was issued to him and from the date of his appointment till his discontinuance, the workman had put in 575 days of Badlee employment and he was in the process of putting in 240 days of employment in the preceding 12 calendar months, amounting to one year of continuous service within the meaning of Section 25-B of the Act and although, the workman had completed 240 days of employment in 12 calendar months, his claim for permanent employment came to be illegally ignored by Party No. 1 and Party No. 1 on 12.10.1985, directly appointed one Shri Shende, as a Sub-staff at Kalmeswar Branch, who had admittedly not worked as a Badlee Sepoy prior to his appointment and even after the appointment of Shri Shende, Party No. 1 continued to engage the workman as a Badlee Sepoy till 07.04.1987, on which date, he was informed that his services have been terminated and that he would not be continued in future and the services of the workman were discontinued, only to deprive permanent status to him and the consequent service benefits and on 10.03.1987, a telegram from the Zonal Office was received at Kalmeswar Branch, in which, direction was given to discontinue his services with immediate effect and the Manager, Kalmeswar Branch gave a reply to the same on 10.03.1987 itself, which is self speaking and a bare perusal of the said communication would reveal that the workman was engaged to perform duties of permanent nature and a permanent vacancy did exist at Kalmeswar Branch and the workman could have been absorbed in the said post and although, the Branch Manager of Kalmeswar Branch assured the Zonal Office to discontinue the services of the workman after 14.03.1987, the pressure of work did not permit the Manager to do the same and the workman continued to work in the branch till 07.04.1987 and the sequence of events narrated above would reveal that Party No. 1 adopted unfair labour practice. The further case as stated by the union is that after the discontinuance of the workman on 07.04.1987, the Party No. 1 engaged Shri Bhakte, Shri Ganarkar, Shri Tapase and Shri Durge from time to time in his place and as the workman had done 575 days of work, he had a prior claim for further appointment, which was illegally ignored



and Party No. 1 violated the provision of Section 25-H of the Act.

The union has prayed for the reinstatement of the workman in service with continuity, full back wages and all consequential benefits.

3. The Party No. 1 in the written statement has pleaded inter-alia that the workman was engaged as Badlee Sepoy with effect from 04.05.1983 and worked as Casual Sepoy as and when work was provided to him, against leave vacancy of permanent Sub-staff or wherever there was temporary increase of work and he worked for 487 days till 01.01.1987 and he did not work for 240 days in the preceding 12 months of the date of his alleged disengagement and he worked for only 119 days and in view of the same, the workman is not entitled to claim any relief under any of the provisions of the Act and as the workman was not holding of any permanent post, engaging anybody in his place does not arise and a panel of Badlee Sepoys was maintained at the branch and as per exigencies of work and the position available at the relevant time, such Badlee Sepoys were engaged and it had neither violated any provision of the Act nor adopted any unfair labour practice and the workman is not entitled to any relief.

4. In support of the claim, the workman has examined seven witnesses including himself, besides placing reliance on the documentary evidence. The witnesses examined by the workman are (1). Shri Chandrasekhar Gathibande (the workman himself), (2). Shri Vinayak Joshi, (3). Shri Shirish A. Damle, (4). Shri Arvind M. Tamhaney, (5). Shri Balaji H. Bokde, (6). Shri Rajendra M. Dahikar and (7). Shri Suresh Wirukar.

One Shri Raj Kumar Tulsiram Naik has been examined as the only witness on behalf of the Party No. 1.

5. At the outset, I think it necessary to mention that it is settled beyond doubt by the principles enunciated by the Hon'ble Apex Court in a string of decisions that the Tribunal cannot travel outside the terms of reference and the jurisdiction of the Tribunal in industrial disputes is limited to the points specifically referred for its adjudication and to matters incidental there to.

6. During the course of argument, it was submitted by the union representative that the workman was appointed by the Branch Manager with the consent and approval of the Zonal Manager and he was sponsored by the Employment Exchange and he performed the duties of a full time peon, although he was paid on daily wage basis and he worked continuously from 04.05.1983 to 07.04.1987 and despite the existence of a permanent vacancy, Party No. 1 did not regularize the workman and there was violation of the mandatory provisions of Sections 25-F, 25-G and 25-H of the Act and the Party No. 1 adopted unfair labour practice. It was further submitted by the

union representative that Party No. 1 has virtually admitted the allegations made in the statement of claim, in their written statement and from the oral evidence adduced by the workman, which has not been challenged seriously in the cross-examination, the documentary evidence produced by the workman and the admission of the witnesses examined by the Party No. 1 it can be found that the claim of the workman has been fully proved and as such, the workman is entitled for reinstatement in service with continuity, full back wages and all consequential benefits.

It was further submitted by the union representative that though the Tribunal passed orders directing the Party No. 1 to produce the relevant documents, the Party No. 1 failed to produce the documents and as such, adverse inference is to be drawn against Party No. 1 and the reference is to be answered in favour of the workman.

7. Per contra, it was submitted by the representative for the Party No. 1 that the workman was engaged on purely casual basis temporally on 04.05.1983 and his engagement was as and when required basis, due to taking of leave by the permanent Sub-staff or temporary increase of work load in the branch and the workman did not complete 240 days of work in the preceding 12 calendar months of the alleged date of termination and the workman has admitted such facts and the evidence on affidavits of the witnesses examined by the union are general affidavits and no reliance can be placed on the same, as no document has been produced by the workman to demonstrate that he had worked for 240 days in the preceding 12 months of the alleged date of termination and the workman has failed to discharge the burden of proving that in fact he had worked for 240 days in the preceding 12 months of the date of termination, so the provisions of the Act are not applicable and adverse inference is not to be drawn for non production of the documents and Party No. 1 did not adopt any unfair labour practice and the workman is not entitled to any relief.

In support of the submissions, reliance was placed by Party No. 1 on the decisions reported in AIR 2004 SC – 4791 (M.P. Electricity Board Vs. Hariram), (2006) 1 SCC – 106 (R.M. Yellatti Vs. Asstt. Executive Engineer), (2006) 9 SCC – 697 (Krishna Bhagya Jal Nigam Ltd. Vs. Mohd. Raffi), (2006) 9 SCC – 132 (Surendra Nagar District Paanchayat Vs Gangaben), Writ Petition No. 1072/2002 of Hon'ble Bombay High Court, Nagpur Bench, (2006) 6 SCC – 221 (Reserve Bank of India Vs. Gopinath Sharma) and AIR 2006 S.C. – 839 (Regional Manager, SBI Vs. Rakesh Kumar).

8. First of all, I will take of the submission made by the union representative regarding drawing of adverse inference against the party no.1 for non production of the documents. Admittedly, order was passed by the Tribunal on 07.02.1996, directing the party no.1 to produce



documents as demanded by the union. However, the party no.1 failed to produce the documents. The terms of reference in this case is regarding the legality or otherwise of the termination of the workman. On perusal of the materials on record including the pleadings of the parties, it is found that the claim of the workman about his engagement on 04.05.1983 as Badlee sepoy at Kalmeswar branch and that he worked till 07.04.1987 has been admitted by the party no.1 in the written statement. The workman himself has claimed that he was in the process of putting of 240 days of employment in the preceding 12 calendar months of the date of termination. The workman has also furnished the statement of his working days as annexure-I with the statement of claim, which clearly indicates that the he did not work for 240 days in the preceding 12 calendar months of the alleged date of termination. The party no.1 has not disputed the days of work as mentioned in annexure-I. In view of such admitted facts and the principles enunciated by the Hon'ble Apex Court in the decisions reported in AIR 2004 S.C-4791 (supra) and (2006) 1 SCC-106 (supra) in regard to drawing of adverse inference for non production of documents by a party, to the case in hand, it is found that there is no need to draw adverse inference against the party no.1 for the non production of the documents.

9. As the claim of the workman is that he was engaged on 04.05.1983 as a Badlee sepoy at Kalmeswar branch and he worked till 07.04.1987 and he was in the process of completing 240 days of work in the preceding 12 calendar months of the date of his termination, has been admitted by the party no.1, I think that there is no need to discuss the oral evidence adduced by the parties and so also the documents produced in that respect.

10. Though the reference has been made by the central Government for adjudication of the legality or otherwise of the termination of the workman, the union, in the guise of raising the dispute on behalf the workman has tried to challenge the policy adopted by the party no.1 of engaging persons on temporary basis, inspite of having number of permanent vacancies in the cadre of sub-staff at different branches of the Bank. In view of the settled principles that the Tribunal cannot travel beyond the terms of reference as already mentioned above and in view of the fact that such specific terms of reference has not been made by the Government, such claim cannot be adjudicated.

Moreover, from the materials on record including the pleadings of the parties, it is found that the engagement of the workman in this case as Badlee Sepoy was not against any permanent vacancy in the branch, but his engagement was on temporary basis as a daily wager, as and when required basis against leave vacancy of the permanent sub-staff or due to temporary increase of workload in the branch.

At this juncture, I think it necessary to mention the principles enunciated by the Hon,ble Apex Court in the decision reported in (2006) 6 SCC-221 (supra). The Hon'ble Apex Court have held that :

“ Labour Law-Daily wager-Disengagement of-Validity-Workman not appointed to any regular post but engaged on the basis of need of work on day to day basis, held had no right to post.”

11. At this juncture, I also think it necessary to mention about the principles enunciated by the Hon'ble Apex Court in a catena of decisions including the decision reported in AIR 2006 SC-1806 (Secretary, State of Karnatak Vs. Umadevi & others)(Constitutional Bench).

It is settled beyond doubt by the Hon'ble Apex Court that :

“Rules of recruitment cannot be relaxed and the court/Tribunal cannot direct regularisation of temporary appointees de hors of rules-State owned/operated corporations-Appointment-Modes of appointment – Held regularization cannot be a mode of appointment- Public Sector- Appointment- Mode of appointment-Held, regularization cannot be a mode of appointment- Labour Law- Appointment-Mode of appointment-Held, regularization cannot be a mode of appointment- Regularization- Held, not a permissible mode of appointment.”

It is also settled by the Hon'ble Apex Court that :

“The term ‘temporary employee’ is a general category which has under it several sub-categories e.g. casual employee, daily-rated employee, ad hoc employee, etc. A daily-rated or casual worker is only a temporary employee, and it is well settled that a temporary employee has no right to the post, or to be continued in service, to get absorption, far less of being regularized and getting regular pay. No doubt, there can be occasions when the state or its instrumentalities employee persons on temporary or daily wage basis in a contingency as additional hands without following the required procedure, but this does not confer any right on such persons to continue in service or get regular pay. Unless the appointments are made by following the rules, such appointees do not have any right to claim permanent absorption in the establishment. The Court cannot direct continuation in service of a non-regular appointee. Even if an ad hoc or casual appointment is made in some contingency the same should not be continued for long, as was done in the present case. A casual or temporary employment is not an appointment to a post in the real sense of the term. The argument that since one has been working for some time in the post, it will not be just to discontinue him, even though he was aware of the nature of the

employment when he first took it up, is one that would enable the jettisoning of the procedure establish by law for public employment.”

It is also settled by the Hon’ble Apex Court that :

“Employment on daily wage – Confers no right of permanent employment- Daily wager appointed on less than minimum wages – Not forced labour – Continued on post for long period – Daily wagers from a class by themselves – They cannot claim parity visa-a-vis those regularly recruited on basis of relevant rules and cannot be made permanent in employment.

Employees were engaged on daily wages in the concerned department on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who were working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with a regularly recruited candidate and made permanent in employment even assuming that the principle could be invoked for claiming the equal wages for equal work. There is no fundamental right in those who have been employed in daily wages or temporally or on contractual basis, to claim that they have a right to be absorbed in service. They cannot be said to be holders of a post, since, a regular appointment to be made only by making appointments consistent with the requirements of articles 14 and 16 of the Constitution. The right to be treated equal with the other employees employed on daily wages, cannot be extended to a claim for equally treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of relevant recruitment rules.”

Keeping in view the settled principles as mentioned above, now, the present case in hand is to be considered.

12. On perusal of the materials on record and taking into consideration the submissions made during the course of argument by both the parties, it is found that the workman was engaged as a Badlee Sepoy on daily wages basis at Kalmeswar Branch and he worked in the said branch intermittently in the leave vacancy of permanent Sub-staff or when there was temporary increase of work in the branch. The appointment of the workman was not against any permanent post. It is to be mentioned here that the submission made by the union representative that the workman was appointed by the Branch Manager with

the approval of the Zonal Manager and his name was sponsored by the Employment Exchange cannot be entertained, in absence of such pleading in the statement of claim and evidence on record in that regard. It is clear from the record that the appointment of the workman was not in accordance of the Rules of recruitment of Party No. 1. It is also clear from the own pleadings of the workman that he did not work for 240 days in the preceding 12 calendar months of the alleged date of termination i.e. 07.04.1987. To avail the benefits of Section 25-F of the Act, it is necessary to show that infact the workman had worked for 240 days in the preceding 12 months of the date of termination. As admittedly, the workman did not work for 240 days in the preceding 12 months of the date of termination, there was no need for Party No. 1 to comply with the provisions of Section 25-F of the Act.

13. At this juncture, I think it proper to mention about the principles envisaged by the Hon’ble Apex Court in the decisions reported in (2006) 6 SCC 221 (Supra) and AIR 2006 SC – 839 (Supra).

In the decisions reported in (2006) 6 SCC 221 (Supra) the Hon’ble Apex Court have held that :

“Labour law – Daily wager – Disengagement of – Validity – Workman not appointed to any regular post but engaged on the basis of need of work on day to day basis, held, had no right to the post – Hence, his disengagement on acquiring a qualification exceeding the maximum prescribed, held, could not be treated as arbitrary or amounting to wrongful dismissal within the meaning of item 3 of schedule II to Industrial Disputes Act, 1947 – High Court erred in holding otherwise – Industrial Disputes Act, 1947, schedule II item 3 – Wrongful dismissal – What is not – Post – Right to – Daily wager, held, devoid of such a right.

Labour law – Industrial Disputes Act, 1947 – Ss. 25G and 25F- Applicability of Section 25G – Where High Court had not found the workman to have been retrenched within the meaning of S. 25F, held, it erred in holding S. 25G to be applicable.

In the decision reported in AIR 2006 SC – 839 (Supra) the Hon’ble Apex Court have held that:

“Retrenchment – Respondent employed as messenger on daily wage basis by bank – No appointment letter issued to him – Termination of his service – Reference was not made regarding validity of retrenchment under S. 25G – But for not considering respondent for reemployment under S. 25H – Order of reference did not refer to S. 25G but only to S. 25H – Thus finding by Tribunal that order terminating services of respondent was in violation of S. 25G – Illegal – Further respondent in his application under S. 33-C(2) never raised plea that

his services were illegally terminated – In circumstances High Court's view that termination of services of respondent was invalid under S. 25H – Not sustainable as S. 25H proceeds on assumption that retrenchment has been validly made.

Industrial Disputes Act (14 of 1947), schedule 3 item 1 – Shastry award, para 497 – Benefit under – Respondent employed by bank on ad hoc basis – no appointment order was issued – Dispensation of his services – Not in violation of para 497.

Para 497 deals with the right of apprentices and has no application to temporary employees like the respondent. Assuming that there was a violation of the Shastry award by the appellant bank in both cases either in not issuing appointment letters or not maintaining a seniority list, service book in respect of temporary employees etc., this would not mean that therefore the respondents had been properly appointed and their services wrongly terminated. Admittedly no procedure whether in law or under any award or settlement was followed either of the respondents in both appeals. No conditions of services were agreed to and no letter of appointment was given. The nature of the respondents' employment was entirely ad hoc. They had been appointed without considering any rule. It would be ironical if the person who have benefited by the flouting of the rules of appointment can rely upon those rules when their services are dispensed with."

Judging the case in hand with the touch stone of the principles enunciated by the Hon'ble Apex Court as mentioned above, it is found that there is no merit in the case of the workman and he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The action of the management of Bank of India in terminating the services of Shri Chandrasekhar Gathibande is justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 मई, 2014

**का.आ. 1544.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई डी बी आई बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (07/2010-11) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[सं. एल-12011/09/2009-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1544.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2010-11) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of I.D.B.I. Bank and their workmen, received by the Central Government on 16/05/2014.

[No. L-12011/09/2009-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/07/2010-11**

Date: 30.04.2013

**Party No. 1 :** The Dy. General Manager,  
Industrial Development Bank of India  
At. WTC Complex, Cuffe Parade,  
Mumbai-400005.

#### Versus

**Party No. 2 :** The General Secretary,  
The I.D.B.I. Karmachari Sangh,  
143/146, Bhavani Peth,  
Satara- 415002.

#### AWARD

(Dated: 30th April, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of IDBI Bank and their workman, Shri S.G. Bobde, for adjudication, as per letter No.L-12011/09/2009-IR (B-II) dated 01.09.2010, with the following schedule :

"Whether the action of the management of IDBI Bank Ltd., Mumbai in issuing office order no. 1779 dated 07.02.2008 transferring the services of Shri S.G. Bobde, workmen from Nagpur Branch to Raipur Branch in Chhattisgarh is legal and justified? What relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, The I.D.B.I. Karmachari Sangh, ("the union" in short) filed the statement of claim on behalf of the workman, Shri S.G.Bobde, ("the workman" in short) and the management of I.D.B.I. Bank, ("Party No. 1" in short) filed their written statement.

The case of the workman as projected by the union in the statement of claim is that it (union) is a registered trade union and party no.1 is a public sector bank and is an "Industry" within the meaning of section 2 (j) of the Act and as per notification dated 10th September, 2006 of the Government of India, the United Western Bank Ltd, ("the UWBL" in short) was amalgamated with the Industrial Development Bank of India Ltd. ("the I.D.B.I." in short) with entire business, properties, assets and liabilities and according to clause 8 of the above mentioned notification, all the employees of the UWBL were deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the close of business on 02.09.2006. It is further pleaded by the union that it was previously operating as a registered trade union in the name and style of "United Western Bank Karmachari Sangh" and was the majority union of the employees of erstwhile UWBL and after the amalgamation, it was necessary to change the name and as such, it got its name changed as "IDBI Karmachari Sangh", ("the union" in short), with due approval of the authorities under the Trade union Act and the Party no.1 was requested to give it the status of recognized majority union and furnished the list of its office bearers vide communication dated 25.11.2006 and the list of the protected workmen to be declared as protected workmen under Rule 61 of the Industrial Disputes (Central) Rules, 1957 ("the Rules" in short) was forwarded to the party no.1 every year and as party no.1 did not make any correspondence with it, the grievance was raised before the competent authority under the Act and the said authority directed the party no.1 to declare the protected workmen vide order dated 09.02.2010.

The further case of the union is that the genesis of the present dispute was order no. 1779 dated 07.02.2008, by which, the workman, who was its prime office bearer was transferred from laxminagar branch, Nagpur to Raipur Branch, in the state of Chhatisgarh and the workman was working in the clerical grade in the erstwhile UWBL since 03.10.1977 and there was posts of special assistant having special allowance in the UWBL and the modalities and formalities for selection and filling up the posts of special assistant were settled by way of Settlement dated 26.07.1997 between the management of the UWBL and the then Western Bank Karmachari Sangh and in pursuance to the said settlement, the workman was selected and offered the post of Special Assistant and was posted to Laxminagar, Nagpur branch and he was working at the said branch as a Special Assistant with higher allowance and on 07.02.2008, the day on which, the workman was transferred by party no.1 to Raipur Branch, there was no existing post of Special Assistant in Raipur branch and as such, the order no. 1779 dated 07.02.2008 was arbitrary and illegal and posts of special assistant are different posts than a clerical post and it was well decided in the settlement

dated 26.07.1997 as to how, when and where the existing special assistants can be transferred by the bank and clauses 12 of the said settlement deals with the shifting of the post of special assistant, when the same is found not useful or becomes redundant at a particular branch to other branch/office in the same city where the services of a special assistant can be utilized, whereas, clause 15 deals with administrative transfers and according to clause 15 of the said settlement, "without prejudice to the provisions, in respect of the transfers of award staff, as provided in Bipartite settlement dated 19.10.1966 as amended up-to-date, a special Assistant can be transferred within city, on administrative grounds, after a period of three years from the date the duties of special assistant are assigned to him and the transfer within Municipal/ Corporation/ Agglomeration area will be treated as a transfer within city having the same CCA/HRA." and applying the aforesaid provisions, it is clear that party no.1 committed breach of the settlement and willfully violated the same, by transferring the workman out of the state of Maharashtra i.e. Chhattisgarh State and the order is therefore, illegal and arbitrary.

The further plea of the union is that the provisions of Sastry award were applicable to the employees of erstwhile UWBL, by virtue of the settlement signed by the parties and clause 535 of Sastry Award provides the issue of transfer of award staff employees and the approach of the management towards transfers of office bearers of the Trade unions and the workman was holding the post of Deputy General Secretary of the union and he was prime and main office bearer of the union, which fact was very well within the knowledge of the party no.1 and the workman was representing the union before the various conciliation officers and was acting as defence representative in the matter of disciplinary actions initiated by party no.1 in respect of few employees and it is not unlikely that it is for the said reasons only, the party no.1 decided to shift him to faraway place to curb the trade union activities and before issuing the order impugned, no notice was given to the workman, as required under the provision of para 535 of Sastry award and the order was issued with ulterior motive and in a most calculated and disgraceful manner by party no.1 and suddenly on 04.02.2008, the workman was relieved from Laxminagar branch for Bhandara branch and when the workman was on leave for organization purposes, he was relieved from Laxminagar branch on 21.02.2008, actually without serving the order of transfer from Nagpur to Raipur on him and the workman protested against such transfer by his representation dated 22.02.2008 and by his notice dated 23.02.2008, but party no.1 did not cancel the transfer, so the present industrial dispute was raised and the order of transfer of the workman was not an administrative order issued in public interest and there was neither a post of special assistant nor there was any need of a special



assistant at Raipur and the transfer was not effected in normal circumstances and the same is illegal and arbitrary and unfair labour practice as provided in item 7 of the Vth Schedule to the Act and the transfer of the workman was made in colourable exercise of powers by the party no.1 and therefore, the said order is liable to be set aside.

The union has prayed to declare that the party no.1 has indulged in unfair labour practices, to declare the order of transfer of the workman dated 07.02.2008 as illegal and unjustified and to set aside the same and to repatriate the services of the workman to his original branch i.e. Laxminagar branch,

3. The party no.1 in the written statement have admitted the amalgamation of UWBL with IDBI as per notification dated 30.09.2006 and that according to provisions of chapter V of the Scheme of amalgamation, “all the employees on the transferor bank shall continue in service and be deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of service, as were applicable to such employees immediately before the close of business on 02.09.2006.

It is further pleaded by party no.1 that after the amalgamation, it became necessary to streamline their business strategy and fully integrate the different segments to active synergy and operating efficiency and for that transfer of various employees including the workman was done purely as an administrative decision and due to office exigencies and the transfer of the workman was in full conformity with the applicable settlement governing the terms and conditions of services of the employees of erstwhile UWBL and was not violative of any applicable laws or the terms of settlement governing the workman and the reference is not maintainable on the ground of absence of cause of action. It is further pleaded by party no.1 that in terms of clause 11 of the scheme of amalgamation, they closed/relocated/shifted 48 branches and five zonal offices of UWBL as well as the co-operative office, necessitating the redeployment of the employees to their new locations and the transfer of the workman was done in the routine way in normal course as was done in case of other employees and the service conditions of the workman were governed by the settlement dated July 11, 2005 and there were express provisions for transfer of award staff in the said settlement and the workman was deployed from Nagpur branch to Raipur branch, which was within the permitted distance of 300 Kms and hence, the statement of claim needs to be rejected in limine.

The party no.1 have pleaded further that the directions of the Assistant Labour Commissioner to declare the office bearers of the union as protected workmen was vide the proceedings dated 26th November, 2008, based on initial letter dated 11th February, 2008, whereas, the posting order of the workman was issued on 7th February,

2008, i.e. before the union had raised the demand for according protected workmen status for its office bearers and the workman was not a protected workman till the proceedings were recorded by the Assistant Labour Commissioner and the settlement dated 26th November, 1997 was in force for a period of three years, from the date of its inception and as such, the said settlement was not applicable with regards to the posts of special assistant due to efflux of time and at the time of transfer of the workman, the settlement dated 11th July, 2005 was in force and in the said settlement, there are express provisions for transfer of award staff and the discretion lies with the bank to identify the number of the employees to be redeployed from each centre/branch/office to meet its requirements and the workman was not transferred out of Nagpur since 1985 i.e. for more than 22 years and his transfer to Raipur branch was well within the permissible distance from his earlier place of posting i.e. Laxminagar Branch in Nagpur and due to non continuance of the settlement of 1997, all the special assistants, who were employed by UWBL lost the protections available to them under the settlement of 1997, even though they continued to draw the salary of special assistants and this was further fortified from the fact that the settlement of 2005, which was entered into by the employees of UWBL and UWBL did not recognize the protections to any class of workers, on the contrary, a detailed policy of deployment of staff encompassing all was formulated and the same was accepted by the union in toto and therefore, there is no merit in the submission that the workman should have been transferred to a branch at least where a post of special assistant was in existence or the transfer should have been made in Municipal Limit only and the transfer order is perfectly legal and just and proper and the workman was paid the allowance of special assistant and categorized as special assistant, even after his transfer to Raipur and as the workman was neither the president nor the vice president or the secretary of the union and was the Deputy General Secretary of the union, he was not entitled for protection as provided in Sastry Award and the workman is not entitled to any relief.

4. In support of their respective stands, both the parties have led oral evidence, besides placing reliance on documentary evidence.

The workman has been examined as a witness by the union, whereas, one Shri Harshad Anil Kelkar has been examined as a witness by party no.1.

The workman in his examination-in-chief, which is on affidavit has reiterated the facts mentioned in the statement of claim. In his cross-examination, the workman has admitted that there was a settlement between the union and the management of UWBL on 11.07.2005 and as per schedule V of the said agreement, there was understanding for deployment of staff of the bank and as per Ext. W-III,



the order of the ALC, Mumbai dated 09.02.2010, the office bearers of the union were declared as protected workmen.

5. The evidence of the witness examined on behalf of party no.1 is also the reiteration of the facts mentioned in the written statement filed by party no.1. In his cross-examination, the witness for party no.1 has admitted that the workman was an office bearer of his union and he was working as a special assistant in UWBL and there was no post of special assistant at Raipur branch, but the workman was paid allowance of special assistant, while working at civil lines branch, Raipur.

6. Before delving into the merit of the matter, it is to be mentioned here that there is no dispute between the parties that as per the notification dated 30.09.2006, issued by the Government of India, Ministry of Finance, the UWBL was amalgamated with IDBI and all the employees of UWBL became the employees of IDBI w.e.f. 02.09.2006 and that the workman was working as a special assistant in UWBL, before such amalgamation and that while he was working as such in Laxminagar Branch, he was transferred to Raipur branch of IDBI on 07.02.2008.

7. At the time of argument, it was submitted by the learned advocate for the union that according to clauses 12 and 15 of the settlement dated 26.07.1997, the transfer of a special assistant can only be made within city i.e. within the Municipal Corporation area, on administrative grounds, after a period of three years from the date of assignment of the duties of special assistant to him and the party no.1 committed breach of the provisions of the said settlement and willfully violated the provisions by transferring the workman out of the state of Maharashtra. It was further argued by the learned advocate for the union that clause 535 of Sastry award provides the procedure of transfer of award staff employees and that of the office bearers of Trade unions and the workman was the Deputy General Secretary of the union and he was involved in various Trade union activities and only to harass, victimize and discourage the workman from Trade union activities, he was transferred to Raipur, in violation of clause 535 of Sastry award and even though, the workman was a protected workman, he was transferred with ulterior motive and even though, there was no post of special assistant of Raipur branch, the workman was transferred to the said branch and the action of the party no.1 is illegal and unfair labour practice and as such, the order of transfer is liable to be set aside and the workman is to be reposted to Laxminagar branch.

In support of such contentions, the learned advocate for the union placed reliance on the decision reported in 1995 ILW-678 (A.P. John Vs. Karnataka State Transport Corporation).

8. Per contra, it was submitted by the learned advocate for the party no.1 that the transfer of the workman

was in full conformity with the applicable settlement governing the terms and conditions of services of the workman and there was no necessity of serving of any notice to the workman as per clause 535 of Sastry Award before his transfer and the UWBL entered into an agreement with their employees' union on 11.07.2005 and the same was applicable to the workman at the time of his transfer and in the said settlement, there were express provisions for transfer of award staff and the discretion of transfer lies with party no.1 to meet its requirements and in accordance with schedule V of the said settlement, the workman was transferred to Raipur branch on 07.02.2008 from Laxminagar branch, which is situated within the permitted distance of 300 kilometers, on account of exigencies of business of party no.1 and there was no violation of any provision and since, the subject matter was/is subjudiced, and there was no specific request from the workman, he was not redeployed, after lapse of one year, as during the pendency of the dispute, the service condition is required to be unchanged and the conditions given in the amalgamation notification ended on 02.10.2009 and the terms and conditions of service prevailing in the party no.1 have become applicable to the employees of UWBL including the workman, as per the internal circular dated 01.10.2009. It was further submitted by the learned advocate for the party no.1 that the workman was transferred on 07.02.2008 and the union *vide* its letter dated 11.02.2008 furnished the list of the office bearers demanding to declare them as protected workman under the provision of the Act and the workman was not the President, Vice President or Secretary of the union at the time of his transfer, so he cannot be said to be a protected workman and the protection given in Sastry Award for transfer of office bearers is not applicable to him and the settlement dated 26.07.1997 expired after the expiry of three years, as per clause 19 of the said settlement and as such, the said settlement is not applicable to the workman due to efflux of time and the transfer of the workman is just and proper and in accordance with the provisions of the settlement applicable to the parties and it was never mala fide or ill intent and there was no unfair labour practice or victimization and the workman is not entitled to any relief.

It was also submitted by the learned advocate for the party no.1 that transfer of an employee is not only an incident inherent in the terms of employment but also implicit as an essential condition of service in the absence of any specific indication to the contra, in the law governing or conditions of service and a challenge to an order of transfer should normally be eschewed and should not be countenanced by the courts or tribunals as though they are appellate authorities over such orders, which could assess the niceties of the administrative needs and requirement of the situation concerned. In support of such contentions, the learned advocate for the party no.1

placed reliance on the decisions reported in 2004 III CLR-78 (State of UP Vs. Goverdhan Lal) and 2008 III CLR-136 (Airport Authority of India Vs. Rajeev Ratan Pandey).

Now, keeping in view the principles enunciated by the Hon'ble Apex Courts in the decisions cited by the learned advocates for the parties, the case in hand is to be considered.

9. The first contention raised by the learned advocate for the union is that there was violation of clause 15 of the settlement dated 26.07.1997 (Exbit-W IV) as the transfer of the workman was not made with the city as provided in the said clause. There is no doubt clause 15 of the aforesaid settlement provided that, "without prejudice to the provisions, in respect of the transfers of award staff, as provided in bipartite settlement dated 19th October, 1966 as amended up-to-date, a special assistant can be transferred within city, on administrative grounds, after a period of three years from the date the duties of the special assistant are assigned to him.

The transfer within Municipal/Corporation/agglomeration area shall be treated as transfer within city having the same CCA/HRA."

However, clause 19 of the settlement dated 26.07.1997 clearly provides that the said settlement was in force for a period of three years from the date of this settlement so the aforesaid settlement automatically became in-operative, due to efflux of three years time from the date of signing of the settlement. Admittedly, the transfer of the workman was made on 07.02.2008. So the conditions of transfer as mentioned in the settlement dated 26.07.1997 were not applicable to the workman. The workman is not entitled to claim privilege from the said settlement.

10. The next contention raised by the learned advocate for the union is that the workman was a protected workman and as such, he should not have been transferred to Raipur and on that ground also, the transfer of the workman is illegal. However, from the own document filed by the union, Ext W-III, it is found that the union made an application dated 07.07.2009 under sub-Rule 4 of Rule 61 of the Industrial Disputes (Central) Rules, 1957 ("the Rules" in short) to the Asstt. Labour Commissioner, Bombay-III for a direction to the party no.1 to declare the members of the union as protected workmen and the Assistant Labour Commissioner (Central)-III, Mumbai on 9.02.2010 passed orders directing party no.1 to declare the 16 office bearers of the union including the workman as protected workman. Admittedly, the workman had not been declared as a protected workman on the date of his transfer and there was no violation of any provision by the party no.1 by transferring the workman to Raipur branch.

11. The third contention raised by the learned advocate for the union is that there was violation of the

provision of 535 of the Sastry Award by party no.1. Clause 535 of Sastry Award provides that,

1. "Every registered bank employees' union, from time-to-time, shall furnish the bank with the names of the President, Vice-President and the Secretaries of the union.
2. Except in very special cases, whenever the transfer of any of the above mentioned officers is contemplated, at least five clear working days notice should be put up on the notice boards of the bank of such contemplated action.
3. Any representations, written or oral, made by the union shall be considered by the bank.
4. If any order of transfer is ultimately made, a record shall be made by the bank of such representations and the banks reasons for regarding them as inadequate and
5. The decision shall be communicated to the union as well as to the employee concern."

It is clear from the above provisions that the directions given in clause 535 are in regard to the transfer of the President, Vice-President and the Secretaries of the union. Admittedly, the workman was not the President, Vice-President or the Secretary of the union on the date of his transfer. He was the Dy. General Secretary. So the workman is not entitled to get the benefits of clause 535 of Sastry Award.

12. Schedule "V" of the memorandum of settlement dated 11th July, 2005, Exhibit-M-II, which was in operation on the date of transfer of the workman provides the deployment of staff of party no.1. Clause-II of the said schedule provides that in cases necessitating deployment outside the district, the workman concerned may be deployed to any branch/office of the Bank situated outside the district up to a distance not exceeding 300 kilometers from his present place of posting and the tenure of such transfer should be three years, two years and one year, in case of transfer up to a distance of 100 Kms, 200 Kms and 300 Kms respectively. According to the party no.1, the distance between Laxminagar Branch and Raipur Branch is 280 Kms and the transfer of the workman was well within the distance of 300 Kms. Though the workman has claimed that the distance between Laxminagar Branch and Raipur Branch is more than 300 Kms, there is no legal evidence on record in support of such claim. Hence, it cannot be said that the transfer of the workman was made beyond 300 kms and therefore is illegal.

13. Though the workman has claimed that his transfer was made to victimize him and to discourage him to take part in union activities and unfair labour practice was adopted by party no.1, there is no legal evidence on record in support of such claims. From the materials on

record, it cannot be held that there was any victimization or adoption of unfair labour practice by party no.1. Hence, the transfer of the workman cannot be declared as illegal.

14. Admittedly, the workman has already worked for more than five years at Raipur Branch and that his transfer had been made to a place more than 200 Kms away, but less than 300 Kms. So the workman is entitled to be brought back to his previous place of posting or if the same is not possible due to administrative ground, then to any of the three centers of the choice of the workman. According to the party no.1, as the dispute raised by the union was subjudiced and there was no request by the workman, the workman could not be brought back to the original centre. Hence, it is necessary for the party no.1 to bring back the workman to the original centre, from where he was transferred or if the same is not possible due to administrative ground, then to any one of the three centers opted by the workman. The workman is also entitled to get compensation of Rs. 1000 per month as per the provision of clause IX of schedule "V" of Ext-M-II. Hence, it is ordered.

#### ORDER

The action of the management of IDBI Bank Ltd., Mumbai in issuing office order no. 1779 dated 07.02.2008 transferring the services of Shri S.G. Bobde, workmen from Nagpur Branch to Raipur Branch in Chattisgarh is legal and justified. However, the party No.1 is directed to bring back the workman to the original centre from where he was transferred or if the same is not possible due to administrative ground, then to any one of the three centers opted by the workman. The workman is also entitled to get compensation of Rs. 1000 per month as per the provision of clause IX of schedule "V" of Ext-M-II, from the date of his joining at Raipur Branch till the date of his transfer from the said branch.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 मई, 2014

**का.आ. 1545.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 04/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 13/05/2014 को प्राप्त हुआ था।

[ सं. एल-12012/170/2003-आईआर (बी-II) ]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1545.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2004)

of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 13/05/2014.

[No. L-12012/170//2003-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/04/2004**

Date: 12.04.2013

**Party No.1 :** The Asstt. General Manager,  
Bank of India, Nagpur Zone,  
Zonal Office, S.V. Patel Marg,  
Post Box no.4, Nagpur- 440001.

#### Versus

**Party No.2 :** Shri Ravi S/o. Mulchand Rajsevat, R/o. Fagoji Patil Layout, Plot No. 35, Godhani Railway, Nagpur.

#### AWARD

(Dated: 12th April, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of and their workman, Shri, for adjudication, as per letter No.L-12012/170/2003-IR (B-II) dated 12.12.2003, with the following schedule:-

"Whether the action of the management of Bank of India, Nagpur Zone, Nagpur (MS) in awarding the punishment of dismissal w.e.f. 31.03.2001 to Shri Ravi S/o. Sh. Mulchand Rajsevat, Staff Sweeper/Sub Staff, Reshimbagh Branch of the Bank is justified? If not, what relief the workman concerned is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Ravi Rajsevat, ("the workman" in short) filed the statement of claim and the management of Bank of India, ("party no.1" in short) filed the written statement.

The case of the workman as presented in the statement of claim is that he was appointed as a staff sweeper by party no.1 on 27.08.1989 and posted at Civil Branch, Nagpur and in the year 1995, he was transferred to Rashimbagh Branch and after his joining at Rashimbagh

Branch, relation between him and the Branch Manager of the said branch deteriorated, as he did not agree to perform domestic work, as asked by the said branch Manager and for such refusal, the party no.1 started to prepare false records behind his back, to show that he was not discharging his duties properly and on 07.07.2000, party no.1 passed an illegal order of withholding of his two increments for one year, without conducting any enquiry, only basing on the recommendation of the Manager of Reshimbagh branch and the fabricated documents created against him and the branch manager of Rashimbagh branch was in search of opportunity to take action against him and on 20.12.2000, a charge sheet containing four charges was submitted against him and the charges levelled against him were minor in nature and did not involve falsification of the record or embezzlement or misappropriation of the funds and he was also put under suspension, *vide* order dated 20.11.2000 (wrongly mentioned as 20.11.2002 in the statement of claim) and party no.1 appointed shri M.B. Rangari, the staff officer, Regional Office, Nagpur as the enquiry officer to conduct the enquiry against him and he filed his reply to the charge sheet, denying the allegations and the departmental enquiry was proceeded against him, but the same was conducted in violation of the principles of natural justice and without giving any chance to him to rebut the charges or to cross-examine the witnesses.

The further case of the workman is that he was allowed to engage his defence representative, shri N.M. Dongre and during the course of enquiry, there was an oral proposal from the side of party no.1 that in the event of his accepting the charges, there would be infliction of minor punishment against him and in view of the same, on 20.02.2001, he gave his consent to the Dy. Chief Regional Manager, Nagpur and accordingly, during the proceeding dated 22.02.2001, he intimated the enquiry officer about the submission of his apology letter to the management and to stop the departmental proceeding against him till taking of decision by the management on the same, but the enquiry officer without waiting for the decision of the management on his apology, proceeded with the enquiry and concluded the same in a haste, only to oblige the management and allegedly submitted his report, without disclosing the date of submission of such report to him.

It is also the case of the workman that the enquiry officer was against him from the very beginning, for the reasons best known to him and he tendered his apology on 20.02.2001, on receipt of oral proposal from the management and left the enquiry with the hope that the matter would be considered by the management, but the enquiry officer on 22.02.2001 did not stop the enquiry, due to the objection raised by the presenting officer and continued the enquiry on 26.02.2001, 27.02.2001 and 28.01.2001, without giving him any intimation and the enquiry was conducted in utter disregard to the principles

of natural justice and documents were admitted into evidence and marked as exhibits, without examination of the witnesses, basing only on the submission of the presenting officer on 20.12.2001 and such action, clearly shows that the management was prejudiced and biased against him and was predetermined to dismiss him from services and the letter of admission of guilt was tendered by him under the threat given by the enquiry officer and the copy of the report of the enquiry officer was not given to him and no second show-cause notice was issued and by his letters dated 06.08.2001, 10.09.2001, 07.03.2002 and 19.03.2002, he had asked the party no.1 about the result of the enquiry and party no.1 by their memorandum dated 02.04.2002, communicated the copy of the dismissal order purported to have been issued on 30.03.2001 and in that letter, party no.1 had referred about issuance of alleged show cause notice, but without mentioning therein whether the copy of the enquiry report was enclosed to the said alleged show-cause notice dated 22.03.2001 and the copy of the enquiry report was supplied to him for the first time on 08.03.2002 and he filed an appeal against the order of punishment on 24.04.2002, but the appeal was rejected on the ground of filing of the same beyond 45 days and such fact was communicated to him on 04.05.2002 and as the order dated 30.03.2001 and 04.05.2002 are illegal, the same are liable to be quashed and set aside and the punishment is shockingly disproportionate to the gravity of the charges.

The workman has prayed to quash and set aside the order of punishment dated 31.03.2001 and to reinstate him in service with continuity, full back wages and other consequential benefits.

3. The party no.1 in their written statement, after denying all the allegations made in the statement of claim have pleaded inter-alia that the workman was never engaged by them for their domestic work and at no point of time, any record contrary to the work done and service rendered by the workman was prepared behind his back and the order passed on 07.07.2000 is not illegal and the said order was not passed basing on any fabricated incidents, much less on the recommendation of the Branch Manager of Rashimbagh Branch and there was no question of the Branch Manager, Reshimbagh Branch, of seeking chance to book the workman and the workman committed misconducts and considering the gravity of the misconducts committed by the workman, they had left with no option, but to suspend him pending departmental enquiry and a charge sheet was issued to the workman, stating therein the details of the misconduct committed by him and the charges mentioned in the charge sheet were not minor in nature and the workman submitted his reply to the charge sheet and the workman in his reply did not deny the charges and Shri M.B. Rangari was appointed as the enquiry officer to enquire into the charges levelled



against the workman and considering the principles of natural justice and with a view to have a fair and proper enquiry and to afford every opportunity to the workman to defend himself effectively, permission was given to him to engage the defence representative of his choice and the workman appointed Shri N.M. Dongre as his defence representative and during the enquiry, neither any oral or written proposal was given by them to the workman that in case of acceptance of the charges by him, minor penalties would be inflicted, but on the contrary, it was the workman, who during the course of the enquiry, on 20.02.2001 along with his representative handed over an application duly signed by him and his representative accepting the charges mentioned in the charge sheet and there is no provision of law that if the delinquent or charge sheeted employee tenders the admission of guilt on the condition that his case would be considered sympathetically, the enquiry officer is duty bound to stop the proceedings and the enquiry was not completed by the enquiry officer in a haste in order to oblige the management for any reason and the enquiry report was not submitted by the enquiry officer without disclosing the date of submission of the same and even for the sake of argument, it is admitted that such date was not disclosed, still then, no prejudice was caused to the workman and the enquiry officer was never prejudiced nor predetermined or biased against the workman, to dismiss him from services and the enquiry was conducted fairly and according to the principles of natural justice and at no point of time, any threat was given by the enquiry officer to the workman to tender the letter of admission of guilt and each and every possible attempt, which an ordinary prudent enquiry officer would take, was taken by the enquiry officer to ensure the supply of documents and it was the workman, who refused to receive the registered parcels containing the documents and thus, it is ridiculous to say on the part of the workman that the documents were not supplied to him and in answer to the letter of the workman dated 07.03.2002, he was intimated by letter dated 08.03.2002 to collect the order of dismissal dated 31.03.2001 from the office of the Branch Manager, Rashimbagh branch and show cause notice dated 22.03.2001 along with the copy of the findings of the enquiry officer was sent to the workman not only by registered post with acknowledgement due, but also, by hand delivery, but the workman refused to receive the same and the reasons mentioned by the workman for not attending the enquiry are false and the punishment imposed against the workman is not shockingly disproportionate and the documents filed on 10.02.2001 before the enquiry officer were supplied to the representative of the workman along with the list in presence of the workman and the representative of the workman also acknowledged the receipt of the same and verified from the original documents and the workman is not entitled to any relief.

4. At this juncture, I think it necessary to mention that as this is a case of dismissal of the workman, after holding of a departmental enquiry, the validity or otherwise of the departmental enquiry was considered as a preliminary issue by this Tribunal and by order dated 06.03.2007, the enquiry was held to be proper, legal and justified. It is also necessary to mention that being aggrieved by the order dated 06.03.2007, the workman approached the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in writ petition no. 1749/2007 for redress and by order dated 10.02.2012, the Hon'ble High Court was pleased to pass the following orders :

“4. Upon perusal of the evidence placed on record, it seems that the enquiry officer has put certain questions to the witnesses. Whether they are extracting clarification from the witnesses or in the nature of cross-examination of the witnesses for the management, is required to be gone into. Since the aspect pertains to the fairness of the enquiry, the learned counsel for the petitioner is permitted to raise this question.

5. Since the aforesaid question was not raised before the CGIT, there is no finding of the Tribunal on that aspect of the matter. However, since now the petitioner is permitted to raise this issue, the CGIT will have to record its finding on it. Hence, the matter will have to be sent back to the CGIT to decide the said issue afresh after permitting the parties to amend their pleadings appropriately.

6. In the result, the writ petition is allowed. The order dated 06.03.2007 passed by the CGIT, Nagpur, in case No. CGIT/NGP/04/2004 is hereby quashed and set aside. The matter is remitted back to the Tribunal to decide the question of fairness of the enquiry afresh, keeping in view the observations made by this court.

Rule is made absolute in these terms. No order as to costs.

5. The party no.1 challenged the judgment and order dated 10th February, 2012 in writ petition no. 1749/2007 by filing Letters Patent Appeal No. 215/2012 before the Hon'ble High Court. The said L.P.A. was disposed of by the Hon'ble High Court by order dated 26.07.2012. The order passed by the Hon'ble High Court dated 26.07.2012 is as follows:-

“We have heard the learned counsel of the rival parties. We have perused the proceedings of the examination of the witnesses before the enquiry officer. We have perused the questions which were asked by the enquiry officer to the witnesses. In our opinion, the nature of the questions put to the



witnesses clearly shows that those questions were put by the enquiry officer for keeping the record straight in the relation to the details about the subject matter and the witnesses. Not a single question put by the enquiry officer indicates that the same is in the nature of the cross-examination or in any way predatory to the interest of the respondent no.1 employee. That apart, the said issue was never raised by the respondent no.1 before the Central Government Industrial Tribunal-Cum-Labour Court and therefore it was not permissible for the respondent no.1 to raise the said issue for the first time in the writ petition before the Learned Single Judge. That being so, the said point could not have been dealt with for the first time in the writ petition.

The second aspect regarding the observation made by the Central Government Industrial Tribunal-Cum-Labour Court and therefore it was not permissible for the respondent no.1 to raise the said issue for the first time in the writ petition before the Learned Single Judge. That being so, the said point could not have been dealt with for the first time in the writ petition.

The second aspect regarding the observation made by the Central Government Industrial Tribunal-Cum-Labour Court that the respondent no.1 was allowed to cross-examine the witnesses examined by the bank is also not correct, since we have seen the proceedings of the enquiry officer and we find that the said observation made by the Learned Central Government Industrial Tribunal-Cum-Labour Court is contrary to the record. Therefore, the said observation recorded by the Central Government Industrial Tribunal-Cum-Labour Court needs reconsideration after hearing both the parties. In this view of the matter, we pass the following order.

### ORDER

Letters Patent Appeal No. 21/2012 is allowed

The impugned judgment and order dated 10.02.2012 in writ petition no. 1749 of 2007 passed by the Learned Single Judge, so also the order dated 06.03.2007 in Case no. CGIT/NGP/04/2004 passed by the Central Government Industrial Tribunal-Cum-Labour Court, are set aside.

The Central Government Industrial Tribunal-Cum-Labour Court, shall now examine the issue afresh on all points regarding fairness of enquiry after providing opportunity of hearing to both sides and made a fresh order, within three months from today.

6. The workman filed Civil Application NO. 457/2012 in LPA no. 215/2012 for clarification/ modification of the order dated 26.07.2012 passed by the Hon'ble Court

and the Hon'ble High Court disposed of the said Civil Application on 22.08.2012 with the following orders:-

“Heard the learned counsel for the parties.

The prayer made in the application cannot be granted and this court cannot modify the order and allow the respondent no.1 to amend the statement of claim. However, the trial court is free to consider the application for amendment to the statement of claim on merits.

The civil application is disposed of.”

7. It will not be out of place to mention here that, the workman filed an application for amendment of the statement of claim, but the same was rejected by order dated 04.09.2012.

8. In view of the direction of the Hon'ble High Court, the fairness of the enquiry was taken up for consideration after providing opportunity of hearing to both sides and by order dated 19.10.2012, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

9. At the time of argument, it was submitted by the Learned Advocate for the workman that out of the three charges levelled against the workman, charge no.3, is vague, as no specific date and time of the commission of alleged misconduct by the workman has been mentioned and the findings of the enquiry officer are perverse as there is no evidence on record of the enquiry to support such findings and the evidence of the witnesses examined by the party No.1 in the enquiry proceedings does not prove the charges and no evidence was produced to prove the charge no.2. It was further submitted by the learned advocate for the workman that the alleged misconduct are covered under “Minor Misconduct” and the punishment is against the Bipartite Settlement and the same is shockingly disproportionate and at the time of awarding the punishment, party no.1 did not take into account the gravity of the misconduct and so also the previous unblemished service record of 11 years of the workman and therefore, the punishment is shockingly disproportionate to the gravity of the charges and the workman is entitled for reinstatement in service with full back wages and continuity in service and for minor misconduct, minor punishment be imposed on the workman, in the interest of justice.

In support of such contention, the Learned Advocate for the workman placed reliance on the decisions reported in 1988 I-LLJ-256 (Ranjit Thakur Vs. Union of India and others), 1988 I CLR-638 (Colour chem. Ltd. Vs. A.L. Alaspurkar), 1997 III LLJ-645 (Kuldip Singh Vs. Pepsu Road Transport Corporation), 1984 I LLJ-546 [Ved Prakash Gupta Vs. Messers Daltan Cable India (P) Ltd.], 1990 I LLJ-298

(The Management of Madras Fertilizers Ltd. Vs. Presiding Officer) and 2013-I-LLJ-153 (Mad) (K.Kaliranjani Vs. Presiding Officer).

10. Per contra, it was submitted by the learned advocate for the party no.1 that the workman had admitted the charges by submitting the letter of admission dated 20.02.2001 and such admission is binding on him proprio vigore and he is not permitted to resile there from or explain away the same and to claim that the findings of the enquiry officer are perverse. In support of such contention, reliance was placed by the learned advocate for the party no.1 on the decision reported in 2002 (93) FLR-245 (H.K. Reddy Vs. Central Bank of India, Hyderabad).

It was further submitted by the learned advocate for the party no.1 that by order dated 19.10.2012 it has already been held by the Tribunal that the departmental enquiry conducted against the workman is legal, proper and in accordance with the principles of natural justice and charges of grave misconduct have been proved against the workman in a properly conducted departmental enquiry and the findings of the enquiry officer are based on the evidence on record of the enquiry and the enquiry officer has arrived at the findings after analyzing the evidence in a rational manner and as such, the findings of the enquiry officer cannot be said to be perverse and the misconducts committed by the workman are not minor misconducts as claimed and as the punishment imposed against the workman is not shockingly disproportionate, there is no scope for the Tribunal to interfere with punishment.

In support of such contention, the learned advocate for the party no.1 placed reliance on the decision reported in AIR 2002 SC 2012 (Union of India Vs. Narain Singh).

11. In view of the submissions made by the learned advocates for the parties, I think it proper to mention the principles as settled by the Hon'ble Apex Court in a chain of decisions including the decisions cited by the learned advocates for the parties in regard to the nature and scope of the Tribunal's power to interfere with the findings and punishment awarded by competent authority in departmental proceedings. It is well settled by the Hon'ble Apex Court that:-

“The jurisdiction of the Tribunal to interfere with the disciplinary matters or punishment cannot be equated with an appellate jurisdiction. The Tribunal cannot interfere with the findings of the enquiry officer or competent authority where they are not arbitrary or utterly perverse. The power to impose penalty on a delinquent officer is conferred on the competent authority either by an Act of legislature or rules made under the proviso to Art. 309 of the Constitution. If there has been an enquiry consistent with the rules and in accordance with principles of

natural justice what punishment would meet the ends of justice is a matter exclusively within the jurisdiction of the competent authority. If the penalty can lawfully be imposed and is imposed on the proved misconduct, the Tribunal has no power to substitute its own discretion for that of the authority. The adequacy of penalty unless it is mala fide is certainly not a matter for the Tribunal to concern itself with. The Tribunal also cannot interfere with the penalty if the conclusion of the enquiry officer or the competent authority is based on evidence even if some of it is found to be irrelevant or extraneous to the matter.”

It is also settled by the Hon'ble Apex Court that :

“A review of the above legal position would establish that the disciplinary authority and on appeal, the appellate authority, being fact finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof.

The disciplinary authority is the sole judge of facts and in case an appeal is presented to the appellate authority, the appellate authority has also the power/and jurisdiction to re-appreciate the evidence and come to its own conclusion, on facts, being the sole fact-finding authorities. Once findings of fact, based on appreciation of evidence are recorded, the High Court in writ jurisdiction may not normally interfere with those factual findings unless it finds that the recorded findings were based either on no evidence or that the findings were wholly perverse and/or legally untenable. The adequacy or inadequacy of the evidence is not permitted to be canvassed before the High Court. Since the High Court does not sit as an appellate authority over the factual findings recorded during departmental proceedings, while exercising the power of judicial review, the High Court cannot, normally speaking, substitute its own conclusion, with regard to the guilt of the delinquent, for that of the departmental authorities. Even insofar as imposition of penalty or punishment is concerned, unless the punishment or penalty

imposed by the disciplinary or the departmental appellate authority, is either impermissible or such that it shocks the conscience of the High Court, it should not normally substitute its own opinion and impose some other punishment or penalty. Both the learned Single Judge and the Division Bench of the High Court, it appears, ignored the well-settled principle that even though judicial review of administrative action must remain flexible and its dimension not closed, yet the Court, in exercise of the power of judicial review, is not concerned with the correctness of the findings of fact on the basis of which the orders are made so long as those findings are reasonably supported by evidence and have been arrived at through proceedings which cannot be faulted with for procedural illegalities or irregularities which vitiate the process by which the decision was arrived at. Judicial review, it must be remembered, is directed not against the decision, but is confined to the examination of the decision-making process.”

So, keeping in view the principles as mentioned above and the principles enunciated in the decisions cited by the learned advocates for the parties, now, present case in hand is to be considered.

12. First of all, I will take up the submission made by the learned advocate for the workman that the misconducts alleged to be committed by the workman are minor misconducts as per Bipartite Settlement and as such, the punishment is shockingly disproportionate. However, I find no force in the said contention, as because as per the expression of gross-misconduct given in the Bipartite Settlement applicable to the parties, the acts and omissions on the part of an employee,” to cause or try to damage the property of the Bank or any of its customer [19.5 (d)], violating or not following the proper and mandatory orders of the superiors [19.5 (e)] and drunkenness or riotous or disorderly or indecent behavior on the premises of the Bank (19.5 (c) are gross misconducts. As from the record, it is found that charges under clauses 19.5(d), 19.5(e) and 19.5(c) were levelled against the workman, it cannot be said that the misconducts were minor in nature.

13. On perusal of the materials on record including the documents of the departmental enquiry, it is found that during the course of the departmental enquiry, the workman submitted a letter on 20.02.2001 admitting the charges levelled against him. However, the enquiry officer proceeded with the enquiry holding the admission made by the workman to be a conditional one. The workman and his coworker intentionally did not take part in the enquiry. When the enquiry officer refused to return the letter of admission of the workman or to exclude the same, on the ground of the said document to have already been made a part of the record of the enquiry. 15 documents were produced and six witnesses were examined by the party no.1 to prove the charges against the workman.

Copies of the documents were supplied to the workman on the date of production of the same and the defence representative of the workman compared the copies of the documents so supplied with the originals and accepted the same and on the admission of the defence representative, the documents were admitted in to evidence. On perusal of the documents of the departmental enquiry, it is found that the enquiry officer has dealt with the charges one after the other chronologically and has assigned reasons in support of his findings. The enquiry officer has assessed the evidence adduced in the enquiry proceedings in a rational manner. The findings of the enquiry officer are based on the materials of the departmental enquiry and not on any extraneous materials. This is not a case of no evidence. The findings of the enquiry officer are also not as such, which could not have been reached by a prudent man on the materials on the record of the departmental enquiry. Hence, the findings of the enquiry officer cannot be said to be perverse.

13. So far the proportionality of the punishment is concerned, commission of grave misconduct has been proved against the workman in a properly conducted departmental enquiry. Hence, the punishment of dismissal imposed against the workman cannot be said to be shockingly disproportionate. So, there is no scope to interfere with the punishment. Hence, it is ordered:-

#### ORDER

The action of the management of Bank of India, Nagpur Zone, Nagpur (MS) in awarding the punishment of dismissal w.e.f. 31.03.2001 to Shri Ravi S/o. Sh. Mulchand Rajsevari, Staff Sweeper/Sub Staff, Reshimbagh Branch of the Bank is justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 मई, 2014

**का.आ. 1546.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भाटीया शिपिंग प्राइवेट लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (के.स.औ.अ. 2/113/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[सं. एल-31011/10/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1546.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/

2005) of the Central Government Industrial Tribunal/ Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bhatia Shipping Pvt. Ltd. and their workmen, which was received by the Central Government on 16/05/2014.

[No. L-31011/10/2005-IR (B-II)]

RAVI KUMAR, Section Officer

# **ANNEXURE**

## **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

### **PRESENT :**

K.B. KATAKE, Presiding Officer

### **REFERENCE NO. CGIT-2/113 of 2005**

Employers in relation to the Management of Bhatia Shipping Pvt. Ltd.

The Managing Director,  
Bhatia Shipping Pvt. Ltd.,  
Shipping House,  
Kumtha Street, Ballard Estate,  
Mumbai 400 038.

### **AND**

Their Workmen

The Secretary,  
Transport & Dock Workers Union,  
P. D'mello Bhavan,  
P. D'mello Road, Carnac Bunder,  
Mumbai-400 038.

### **APPEARANCES:**

FOR THE EMPLOYER : Mr. M. B. Anchan & Mr. T. Vijaykumar, Advocates.

FOR THE UNION : Mr. A. M. Koyande, Advocate.

Mumbai, dated the 31st January, 2014.

### **AWARD**

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/10/2005-IR (B-II), dated 11.11.2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Bhatia Shipping Pvt. Ltd, Mumbai in dismissing the services of Shri Lalu S. Mulay, Dock Clerk is justified? If not, what relief, Shri Lalu S. Mulay is entitled to?”

2. After receipt of the reference, both the parties were served with notice of the reference. The second party union appeared through its legal representative and filed Statement of Claim at Ex-7. First party resisted the statement of claim of second party by filing their written statement at Ex-8. Issues were framed by my Ld. Predecessors at Ex-11. Part-I Award was passed on 24/09/2012 on preliminary issues holding inquiry fair and proper and the matter was fixed for leading evidence on the point of punishment.

3. Meanwhile on the request of the both parties, matter was kept in the lokadalat. Both the parties filed joint purshis at Ex-64 stating that they have arrived at amicable settlement and to dispose of the reference in view of terms of settlement. Accordingly, vide Ex-65, matter was placed before this Tribunal for orders. Hence the order:

### **ORDER**

Vide Ex-64 & 65, the dispute is settled in Lokadalat dated 31/01/2014. Hence reference stands disposed of.

Date: 31.01.2014

K. B. KATAKE, Presiding Officer

**Ex-64**

## **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

### **Ref. No. CGIT-2/113 OF 2005**

M/s. Bhatia Shipping Pvt. Ltd.

### **AND**

Their Workmen

### **MAY IT PLEASE YOUR HONOUR**

The parties to the above dispute respectfully submit that the parties have arrived at the following amicable terms to settle the entire dispute involved in the present Reference. The parties therefore respectfully pray that the above Reference may kindly be disposed of in view of the following terms of settlement.

### **TERMS OF SETTLEMENT**

1. The first party company i.e. the management of M/s Bhatia Shipping Pvt. Ltd. agrees to pay and the second party concerned workman i.e. Mr. Lalu S. Mulay

agrees to receive an amount of Rs. 3,50,000 (Rupees Three Lakhs Fifty Thousand Only) in full and final settlement of all his legal dues all the disputes raised in the above reference and all his claims including his claim for reinstatement with continuity of services, full back wages etc.

2. The Second party confirms that he has already attained the age of retirement and does not wish to pursue the above dispute challenging employers action of his dismissal from the services of the First party company by order dated 13/5/2005 and his claims for reinstatement back wages etc. The second party further declare that the above mentioned amount of Rs. 35,000 is also in full and final settlement of all his legal dues such as earned wages, leave wages, bonus gratuity leave travel allowance etc. and also all the claims against the first party company including his claims raised in the above reference.

3. The second party confirms that he has received a cheque of Rs.3,50,000 being settlement amount as mentioned in clause 1 above from the First party company M/s. Bhatia Shipping Pvt. Ltd. bearing cheque no. 26503 dated 2/1/2014 drawn on HDFC Bank Fort Branch, Mumbai.

4. The second party further declared that he has no claim of whatsoever nature now pending against the first party company.

Mumbai

Date: 31.01.2014

For first party company

Sd/-

(Sailesh Bhatia)  
Managing Director

Identified by me

Sd/-

(T. Vijaykumar)  
Advocate

Sd/-

(Lalu S. Mulay)

Second party

Explained and Identified by me

Sd/-

(A.M. Koyande)  
Advocate

**Seen**

Sd/-

(K.B.Katake)  
PO,CGIT-2, Mumbai.

**Ex-65**

**PROCEEDINGS BEFORE THE LOK ADALAT  
HELD ON 31st JANUARY, 2014**

**Panel Members :**

1. Mr. S.Z. Choudhary, Adv.
2. Mr. S.V. Alva, Adv.
3. Mr. J. H. Sawant, Adv.

**Reference No.CGIT-2/113 of 2005**

Employers in relation to the Management of Bhatia Shipping Pvt. Ltd.

AND

Their Workmen

**PRESENT:**

For the Management : Adv. M.B. Anchan

For the Workman : Mr. L.S. Mulay, 2nd party in person.

Both the parties submitted a joint purshis mentioning the terms of settlement. The second party has identified his signature and confirms having received Rs.3,50,000.

The consent terms is taken on record and the Hon'ble Tribunal would be passing appropriate orders.

Sd/-

(Jaiprakash Sawant)  
Panel Member

Sd/-

(M.B.Anchan)  
Adv. for first party

Sd/-

(Adv. S.V. Alva)  
Panel Member

Sd/-

(Adv. S.Z. Choudhary)  
Panel Member

**Seen**

Sd/-

(K.B. Katake)  
PO, CGIT-2, Mumbai

Sd/-

(L.S. Mulay)  
Workman

नई दिल्ली, 16 मई, 2014

**का.आ. 1547.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुंबई के पंचात (के.स.औ.अ. 2/55/2013)



को प्रकाशित करती है जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[ सं. एल-31011/06/2013-आईआर (बी-II) ]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1547.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/55/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 16/05/2014.

[No. L-31011/06/2013-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

#### PRESENT :

K. B. KATAKE, Presiding Officer

#### Reference No. CGIT-2/17 of 2012

Employers in relation to the Management of Mumbai Port Trust

The Chairman,  
Mumbai Port Trust,  
Port House, S.V. Marg,  
Ballard Estate,  
Mumbai-400 038

#### AND

Their Workmen

The General Secretary,  
MPT Mazdoor Sangh,  
Parvati Building,  
7, Pitha Street,  
Off Sir P.M. Road,  
Mumbai-400 001

#### APPEARANCES:

For the Employer : Mr. Umesh Nabar,  
Advocate

For the Union : Mr. P. G. Uparkar,  
Representative

Mumbai, dated the 31st January, 2014

#### AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/15/2011-IR (B-II), dated 02.04.2012 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of management of Mumbai Port Trust, Mumbai in not giving the seniority to Shri M.L. Bhelekar, Mazdoor with effect from his date of joining the service in the inter se seniority is legal and justified? What relief the workman is entitled to?”

2. After receipt of the reference, both parties were served with notice. The reference was fixed for filing of statement of claim by the Union.

3. Meanwhile on the request of the both parties, matter was kept in the lokadalat. Representative of the second party union by his purshis Ex-7 prayed to dispose of this reference as the workman is not interested in pursuing the reference further. Accordingly, vide Ex-8, matter was placed before this Tribunal for orders. Hence the order:

#### ORDER

Vide Ex-7 & 8, the dispute is settled in Lokadalat dated 31/01/2014. Hence reference stands disposed of.

Date: 31.01.2014

K. B. KATAKE, Presiding Officer

Ex-7

#### BEFORE THE LOK ADALAT HELD AT CGIT-2, MUMBAI ON 31.01.2014

#### Ref. No. CGIT-2/17 OF 2012

#### Employers in relation to the Management of

Mumbai Port Trust : First Party

V/s.

Their workmen represented : Second Party  
by BPT Mazdoor Sangh

#### MAY IT PLEASE THIS LOK ADALAT HELD AT CGIT-2, MUMBAI

The Second Party (BPT Mazdoor Sangh) wishes to state that the aggrieved workman has decided not to pursue

the listed matter on the ground of having retired from Employment of the First Party on 31/01/2014, the copy of his not pursuing the case is enclosed for reference of the Hon'ble Lok Adalat.

Mumbai

Date: 31.01.2014

Sd/-

(P. G. Uparkar)  
General Secretary  
BPT Mazdoor Sangh

Filed before Lok Adalat on 31/01/2014

Received copy

Sd/-

(Jaya Dhiwani)  
AOCDPR

Seen

Sd/-

(K.B. Kataké)  
PO, CGIT-2, Mumbai

**Ex-8**

**PROCEEDINGS BEFORE THE LOK ADALAT  
HELD ON 31st JANUARY, 2014**

**Panel Members :**

- 1 Mr. S.Z. Choudhary, Adv.
- 2 Mr. M.B. Anchan, Adv.
- 3 Mr. S.V. Alva, Adv.

**Reference No. CGIT-2/17 of 2012**

Employers in relation to the Management of Mumbai Port Trust

**AND**

Their Workmen

**PRESENT :**

For the Management : Ms. Jaya Dhirwani, Rep.  
Present

For the Workman : Mr. P. Uparkar,  
Representative

Shri Uparkar, General Secretary BPT Mazdoor Sangh has tendered letter dt. 7/10/13 by concerned workman Shri Mohan Bhelekar. As Shri Mohan B. has retired w.ef. 31/1/13, he is not interested to pursue the Reference.

The Application (Ex-7) of Mr. Uparkar and application dt. 7.10.2013 is taken on record.

The Hon'ble Tribunal would be passing appropriate orders.

Sd/-

(P. G. Uparkar)  
Representative of Second party

Sd/-

(M.B. Anchan)  
Panel Member

Sd/-

(Adv. S.V. Alva)  
Panel Member

Sd/-

(Adv. S.Z. Choudhary)  
Panel Member

**Seen**

Sd/-

(K.B. Kataké)  
PO, CGIT-2, Mumbai.

Sd/-

(Jaya Dhiwani)  
AOCDPR

नई दिल्ली, 16 मई, 2014

**का.आ. 1548.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (के.स.औ.अ.-2/55/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/05/2014 को प्राप्त हुआ था।

[सं. एल-31011/06/2013-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th May, 2014

**S.O. 1548.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/55/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 16/05/2014.

[No. L-31011/06/2013-IR (B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

**PRESENT :**

K.B. KATAKE, Presiding Officer

**Reference No. CGIT-2/55 of 2013**

Employers in relation to the Management of Mumbai Port Trust

The Chairman,  
Mumbai Port Trust,  
Port House, S. V. Marg,  
Ballard Estate,  
Mumbai-400 038

**AND**

Their Workmen

The Secretary,  
Mumbai Port Trust General Workers Union,  
Kavarana Building, 1st floor  
26/4, P.D'mello Road,  
Wadibunder,  
Mumbai-400 009

**APPEARANCES:**

For the Employer : Mr. Umesh Nabar,  
Advocate.

For the Union : Mr. V. Narayanan,  
Representative.

Mumbai, dated the 31st January, 2014

**AWARD**

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/06/2013-IR (B-II), dated 03.10.2013 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of management of Mumbai Port Trust, in not granting the reimbursement claim of the medical expenses in respect of Shri Shetty Narayan Deju, Cook on emergency basis which was incurred for treatment of PID L-4, L-5 in the private hospital instead of treatment in the Post Trust Hospital is legal and justified?”

2. After receipt of the reference, both parties were served with notice. The reference was fixed for filing of statement of claim by the Union.

3. Meanwhile on the request of the both parties, matter was kept in the lokadalat. Representative of the second party union prayed to dispose of this reference as the workman is not interested in pursuing the reference further. Accordingly, vide Ex-6, matter was placed before this Tribunal for orders. Hence the order:

**ORDER**

Vide Ex-6 the dispute is settled in Lokadalat dated 31/01/2014. Hence reference stands disposed of.

Date: 31.01.2014

K. B. KATAKE, Presiding Officer

**Ex-6**

**PROCEEDINGS BEFORE THE LOK ADALAT  
HELD ON 31st JANUARY, 2014**

**Panel Members :**

- 1 Mr. M. B. Anchan, Adv.
- 2 Mr. S.V. Alva, Adv.
- 3 Mr. J. H. Sawant, Adv.

**Reference No.CGIT-2/55 of 2013**

**Employers in relation to the Management of**  
Mumbai Port Trust

**AND**

Their Workmen

**PRESENT :**

For the Management : Mr. Umesh Nabar, Adv.

For the Workman : Ms. Anisha Narayanan,  
Representative.

Shri V. Narayanan, Secretary, Mumbai Port Trust General Workers Union has tendered letter of concerned workman Shri Shetty Narayan Deju that the concerned workman is not interested to pursue the Reference.

The Application is taken on record.

The Hon'ble Tribunal would be passing appropriate orders.

Sd/-

(A. Narayanan)  
Representative of Second party

Sd/-

(M.B.Anchan)  
Panel Member

Sd/-

(Adv. S.V. Alva)  
Panel Member

Sd/-

(Adv. J. H. Sawant)  
Panel Member

**Seen**

Sd/-  
(K.B. Katake)  
PO, CGIT-2, Mumbai.

**No Objection**

Sd/-  
(U. Nabar)  
Adv. for first party

नई दिल्ली, 20 मई, 2014

**का.आ. 1549.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए स्टील अथॉरिटी ऑफ इंडिया का मिश्र धातु इस्पात संयंत्र, दुर्गापुर के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा, जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
  - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
  - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
  - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—

- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा
  - (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
  - (ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
  - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
  - (ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।
- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/16/2013-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 20th May, 2014

**S.O. 1549.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Alloy Steel Plant of SAIL, Durgapur from the operation of the said Act. The exemption shall be

effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—
  - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
  - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
  - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
  - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to :
    - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
  - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
  - (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption,

[No. S-38014/16/2013-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 20 मई, 2014

**का.आ. 1550.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा मैसर्स हिन्दुस्तान इन्सेकटीसाइड्स लिमिटेड (सभी प्रतिष्ठानों/इकाईयों) के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, 30 मई, 2014 से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के



लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;

- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा, जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित

ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/12/2013-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 20th May, 2014

**S.O. 1550.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of M/s Hindustan Insecticides Ltd. (all units) from the operation of the said Act. The exemption shall be effective w.e.f. 30.05.2014 for a period of one year.

2. The above exemption is subject to the following conditions, namely:—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which

that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
  - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
  - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/12/2013-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 20 मई, 2014

**का.आ 1551.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इन्सट्रूमेंटेशन लिमिटेड, कोटा के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संचालित अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा, जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/04/2014-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 20th May, 2014

**S.O. 1551.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Instrumentation Limited, Kota from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-
  - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
  - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
  - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
  - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
  - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;
  - (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/04/2014-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 20 मई, 2014

**का.आ. 1552.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कृषक भारती कोऑपरेटिव लिमिटेड (कृभको) के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संचालित अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
  - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
  - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
  - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के सदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।
- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/3/2014-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 20th May, 2014

**S.O. 1552.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Krishak Bharati Cooperative Ltd. (KRIBHCO) from the operation of the said Act. The

exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :
  - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
  - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
  - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
  - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
    - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or



- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
  - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
  - (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/3/2014-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 20 मई, 2014

**का.आ. 1553.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.एम.डी., बीएसएनएल एण्ड अदर्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 71/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/5/2014 को प्राप्त हुआ था।

[सं. एल-40012/43/2006-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 20th May, 2014

**S.O. 1553.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 71/2006) of the Central Government Industrial Tribunal/Labour

Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the C.M.D., BSNL and Others and their workman, which was received by the Central Government on 19/05/2014.

[No. L-40012/43/2006-IR(DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH**

**Case No. ID 71 of 2006, Reference No. L-40012/43/  
2006-IR(DU) dated 08.11.2006.**

Sh. Satish Kumar, S/o Sh. Satya Pal, R/o Village  
Lotton, P.O. Naraingarh, Ambala (Haryana).

...Workman

**Versus**

1. C.M.D. BSNL, Statesman House, 9th floor, New Delhi-110001.
2. The Divisional Engineer (Rural), BSNL, Naraingarh, District Ambala.
3. The S.D.E. (Group) Phones, BSNL, Naraingarh, District Ambala.

...Respondents

**APPEARANCES:**

For the Workman : Sh. J.S. Bedi, Advocate.

For the Management : Sh. G. C. Babbar, Advocate.

**Award Passed On:-8-5-2014**

Government of India Ministry of Labour vide notification No. L-40012/43/2006-IR(DU) dated 08.11.2006 has referred the following dispute to this Tribunal for adjudication :

**Term of Reference :**

“Whether the action of the management of BSNL, Naraingarh in terminating the service of their workman Sh. Satish Kumar, Ex-driver, w.e.f. 24.10.2005 is legal and justified? If not, to what relief the concerned workman is entitled to?”

2. The case of the workman in claim statement is that he was appointed as lorry driver by SDE (Group) Phones, BSNL, Naraingarh on 09.11.1999 to drive the Jeep HR04-5998 on daily wages but he was paid monthly wages @ Rs. 2400 per month at the time of appointment and was getting Rs. 3000 per month at the time of termination. Later on, he was allowed to sign the log book of the above mentioned vehicle w.e.f. 01.04.2000 under his signature upto 25.04.2000 and thereafter 26.04.2000 to 30.04.2000,

the permanent lorry driver Sh. Satpal was allowed to sign the log book. After that, from 01.05.2000 to 18.02.2001 the workman was allowed to fill and sign the log book, from 19.02.2001 to 24.02.2001 though the log book was filled by the workman but he was made to sign in the name of one Sukhbir. Similarly on 25.02.2001 the log book was filled by the workman but he was made to sign in the name of one Rakesh Kumar, from 26.02.2001 to 14.03.2001 workman filled the log book but he was not allowed to sign from 15.03.2001 to 05.07.2001 the workman filled the log book and sign also, from 06.07.2001 to 08.07.2001 the log book was filled and signed by one Ashok Kumar who was phone mechanic of the department, from 09.07.2001 to 28.08.2001 the workman filled and signed the log book, from 29.08.2001 to 04.09.2001 the log book was got signed from Satpal permanent driver of the department, from 05.09.2001 to 31.03.2003 the workman was allowed to fill as well as sign the log book. It is further pleaded by the workman that from 01.04.2003 to 28.01.2004 workman filled the log book in his own handwriting but under the order of then SDE Sh. Balbir Singh he was told not to sign under the column of driver, from 29.01.2004 to 30.04.2004 the then SDO Sh. Balbir Singh himself filled the log book and workman was not allowed to do so. Similarly from 01.05.2004 to 30.06.2004 the workman filled the log book in his own handwriting but was not allowed to sign under the column of driver. It is also pleaded by the workman that from 01.07.2004 to 31.08.2004 the log book was filled as well as signed by the workman. Thereafter Sh. Raghubir Singh directed the workman not to sign the log book under the column of driver. The workman filled the log book for the period 01.09.2004 to 30.09.2005 but not allowed to sign as driver. It is further pleaded by the workman that from 01.10.2005 the new log book was introduced but not allowed to be filled as well as signed the log book as driver by S.D.E. (Group) Phones, BSNL, Naraingarh, upto the period 22.10.2005. As 23.10.2005 was a holiday. The workman went on 24.10.2005 to join duty but SDE (Group) Phones, BSNL, Naraingarh, as per verbal order of respondent No.2 terminated his services. It is pleaded by the workman that no prior notice or notice pay or retrenchment compensation has been paid to the workman before terminating his services. Respondent No.3 i.e. SDE (Group) Phones, BSNL, Naraingarh, appointed one Suresh Kumar S/o Lal Singh has appointed on daily wages in place of workman w.e.f. 25.11.2005 and workman was not offered any employment which is violation of Section 25H of the ID Act 1947 as the management has not followed the principal of "first come last go", as junior to the workman was retained in service. It is also pleaded by the workman that he was paid on ACG-17 Form from 09.01.1999 to 30.09.2005. Sometimes he was allowed to sign in his own signature and other time he was made to sign under fictitious name and signature as in the month of January, February, June and July 2005, the workman was made to sign under the fictitious name of one Shiv Kumar whereas receipts for the month of March

to May have been signed by the claimant in his own name which amounts to unfair labour practice adopted by the management. As per the workman he has completed more than 240 days in each year of service, therefore, his termination may be declared as illegal and he may be reinstated in service with continuity and full back wages.

3. The management filed reply in which preliminary objection has been taken that as the workman was not appointed as per the recruitment rules in the department. Therefore, the provisions of ID Act 1947 are not attracted in the case of the workman and he has no right to get regularization. It is further submitted that workman was engaged as part time lorry driver on daily wages. It is further pleaded that no appointment order has been issued by the department and he was not paid Rs. 2400 or Rs. 3000 and SDE (Group) Phones, BSNL, Naraingarh, was not competent to appoint any driver. It is further pleaded by the management that father of the workman was a regular driver in the department and workman used to visit the office to meet his father. Since the father of the workman being local and permanent employee, he was asked sometime to make arrangement for part time lorry driver for short duration or against a person who used to be on leave. The father of the workman used to bring different persons at different occasions sometimes his son also, who was paid on ACG-17 Form. The workman may have written the log book of his father. It is further pleaded by the management that as previous log book was mis-placed, new log book was introduced but after few days the same was traced out. The jeep also was declared not to be road worthy and there was no further need of any person to engage as lorry driver. The workman was paid for departmental work through ACG-17 Form and may have been paid accordingly as labour. The workman has not completed more than 240 days of continuity service, therefore the question of his termination does not arise as he was never engaged as a casual labour and management prayed for the rejection of the reference.

4. In evidence the workman filed his affidavit along with the documents ACG-17 Form. The workman also produced handwriting expert to examine the documents regarding signature on the ACG-17 Form which claimed by the workman that he was made to sign on ACG-17 Form in the name of other person to avoid the application of provisions of ID Act, 1947. The workman produced WW1 Dr.Jassy Anand handwriting expert who in Examination-in-Chief stated that on the direction of this tribunal she has taken the photographs and specimen signature of the concerned and after analyzing and synthening she gave the report as per norms of the forensic science which is marked as W/1/A containing 14 pages and its employees which are 7 photo charts. WW1 Dr.Jassi Anand was cross-examined by the counsel of the management also. In cross-examination she stated that she has not taken any initials of Satish Kumar she denied the suggestion that initials

cannot be compared with any writing and it is not necessary that initial can only be compared with initial and this can be compared with other writing.

5. The workman also filed his affidavit in evidence. In cross-examination workman admitted that his father was working in the same department as lorry driver and workman was engaged through his father by SDO Sh. S.D. Sharma. The workman stated that he does not know that receiving payment under signatures of other persons is wrongful act. The workman stated that he cannot provide any document that he was paid consolidated amount or Rs.2400 or Rs.3000 in a month. He also admitted that he was summoned by the department for test in driving for regular recruitment and he was not selected in that examination. He also admitted that he was given opportunity in the process of regular appointment and he could not qualify the test. Regarding the experience certificate Ex.W7, it is admitted by the workman that the same was issued by Sh. Chanchal Singh who was posted at Barara. It is also admitted by the workman that he never complaint against any officer of the department regarding filling and signing of the log book. The workman also admitted in the cross-examination that no appointment letter as lorry driver was given to him. Workman also admitted that he raised an industrial dispute for the same cause of action in the office of ALC®, Chandigarh , Answering another question workman stated that he does not know whether said claim has been dismissed. Workman stated that the payment was made good on ACG-17 form and he was sometime paid under his signature and sometime paid in the name of other person under the fictitious signature of persons of department. It is admitted by the workman that he has not lodged any complaint to any higher authority for payment of wages under fictitious signatures. Few ACG-17 have been signed in the name of other person to get the payment. Workman also admitted that he has made the signatures in the name of other persons and on the documents dated 15.1.2000, 9.3.2000, 15.3.2000, 19.3.2001, 20.3.2001, 11.10.2002, 12.10.2002, 16.10.2002, 17.1.2002, 18.10.2002, 14.2.2003, 15.2.2003, 17.2.2003, 18.2.2003 the workman made the signatures in the name of other persons.

6. The management in evidence produced MW1 Sh. Udham Singh SDO (Phones) Ambala who filed his affidavit Ex.M1 and MW2 Chanchal Singh S/o Nanak Singh who stated that he has signed the certificate marked W7 to W10. In cross-examination he has stated that he joined Naraingarh on 21.06.2000, he also admitted that he was not aware whether he was authorized and permitted to sign and issue the experience certificate. It is also admitted by Chanchal Singh MW2 that the clerk concerned has manipulated the certificate and it may be happened along with other documents and during the period in question the workman never worked under him. The workman worked under him w.e.f. 21.06.2000 to 18.07.2000.

7. I have heard the parties and have gone through the record produced by the workman as well as management and also gone through the evidence produced by the workman and the management. The learned counsel for the workman during arguments submitted that the workman has completed more than 240 days of service in each and every year from 1999 to 24.05.2005 and he was not allowed to work on 24.05.2005 and his services were terminated, no retrenchment compensation was paid, no notice of one month was given and he was also not given pay in lieu of one month notice. It is further submitted during arguments that he was made to sign in the name of fictitious persons for some occasions the workman filled the log book, sometime he was given the payment in the name of fictitious persons and not in his own name. It is also submitted during arguments that in the preceding year to the date of termination i.e. 24.10.2005. The workman completed more than 240 days in a calendar year but no retrenchment compensation, notice pay in lieu of notice was given. It is further submitted during arguments that the management after his termination appointed one Sh. Suresh Kumar S/o Sh. Lal Singh on daily wages w.e.f. 25.10.2005 and he was not offered employment which is also in violation of Section 25H of the I.D. Act and the management has also not followed the principle of first come last go and junior to the workman was retained in service. It is further submitted during arguments by the learned counsel for the workman that termination of the workman is illegal and workman may be reinstated in service with full back wages. It is also submitted during arguments that by getting the ACG-17 Form signed in the name of someone else and not in the name of the workman it amounts to unfair labour practice also. It is also submitted by the learned counsel for the workman during arguments that the management deliberately did not produce the record as demanded by the workman which was relevant to prove the case of the workman and a party in possession of best evidence which would throw light on the issue in controversy should produce the record failing which strong adverse inference should be drawn by the court. The workman placed on reliance on the following case laws :—

AIR 1988 Supreme Court 1413 Gopal Krishanji Ketkar Vs. Mohamed Haji Latif and others, 2013 LLR 211 State Bank of India and others Vs. Narendra Kumar Pandey, 2013 LAB I.C. 4249, Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya.

SLP (Civil) No.14572/2012 decided on 11.12.2013 BSNL Vs. Bhurumal, decided by the Hon'ble Supreme Court.

LLR 2013 1161, State of Uttaranchal and Another Vs. Shiv Ram, 2011 LLR 785, Devinder Singh Vs. Municipal Council, Sanaur, 2010(1) SCT 675 Ramesh Kumar Vs. State of Haryana, 2011(1) SCT 465

Kuldeep Singh Vs. G.M., Instrument Design Development, 2001 Supreme Court 672 Vikram Vs. Industrial Tribunal, 2007(2) S.C.T. 112, Senior Medical Officer, Incharge, Primary Health Centre, Dudhan Sadhan, Patiala Vs. Sukhwinder Singh and another.

8. On the other hand the learned counsel for the management submitted during arguments that the workman may have written the log book for his father as his father was the lorry driver in the department and the workman may have engaged for labour work for which he was paid as per rules. As admitted by the workman that he was engaged through his father, the workman and other persons were engaged part time lorry driver for short duration, the jeep No.HR04-5998 which was declared as scrapped. Therefore, no one was required and there was no post of lorry driver with the department. The SDO respondent No.3 was also not competent to appoint anyone. The workman was never issued appointment and termination letter. He was never engaged as per the rules of the department in anyway the provisions of the ID Act are not attracted in the case of the workman. It is further submitted during argument that as father of the workman was a local person, therefore sometime he was asked to bring the persons to work as labour and the workman may have one of them. The learned counsel for the management vehemently argue that the workman has not worked as lorry driver as claimed by him he may have filled the log book but he has actually not worked as lorry driver for the period of his claim. The management never indulges in any such practice which amounts to unfair labour practice. The workman failed to prove that he worked for 240 days in one calendar year prior to the date of his termination therefore the workman has not entitled to any relief and the reference may be answered against the workman. As regard non production of the record of the management is concerned, the learned counsel for the management submitted that the record was not relevant and was not available with the management and it is for the workman to prove his own case.

9. So far as the issue of experience certificates are concerned, workman stated that the same were issued by Shri Chanchal Singh. During the period in question. Shri Chanchal Singh was posted at Barara as he was also having the charge of office in question. Contrary to the statement of the workman, Shri Chanchal Singh in evidence stated that he was posted in Barara during the period in question. He joined Naraingarh on 21.6.2000. He was not having the additional charge of Naraingarh during the period for which the above certificate was issued. It is also stated in evidence by Shri Chanchal Singh that the experience certificate may have got signed from him by the concerned clerk alongwith the other papers.

10. I have gone through the case laws mentioned above relied upon by the workman. The facts and circumstances of the case laws cited are quite different from the facts and circumstances of the case in hand, therefore having no application in the present case.

11. In so far as the allegation of the workman that some of the ACG-17 forms were signed in the fictitious name whereas the workman performed the duty for that period and the payment was made to the workman and bogus entries were made and sometimes he made signatures in the name of fictitious names in the log book as well as on payment vouchers. It is admitted by the workman during cross-examination that for this alleged malpractice he never made any complaint to the higher authority and now he cannot question that he performed the duty for this period where he made signatures of other persons to receive the payment. It was for the workman to point out then and there about this practice. Therefore, the workman can not be allowed to raise this issue that he was the person who was performing the duty but he was also signing the documents in the name of some fictitious persons.

12. As regard the claim of the workman that juniors to him were retained on duty by the management, it is the case of the management that the Geep HR04-5998 was condemned and there was no post to which the workman can be accommodated at the relevant time. It is also the case of the workman that when there exist the post, the workman along with other were put to test and the workman failed in that test and therefore, he was not appointed as lorry driver on regular basis. In views of the position that the jeep on which the workman was working as driver on casual basis was condemned and later on he was given the chance to appear in the test but the workman failed to qualify the test, the workman can not claim that any junior to him was retained in service.

13. But in so far as the claim of the workman is concerned that he continued working with the management till 24.10.2005 is concerned, the workman demanded the record from the management to be placed in the court. Though the management produced some of the record but failed to produce the record about the working of the workman preceding 12 months from the alleged date of termination i.e. 24.10.2005 which was in the possession of the management. It is the case of the workman that he continued working with the management and completed more than 240 days in each calendar year from 1999 to 2005. When a party in possession of best evidence which is relevant to decide the issue in controversy with hold the same, the court ought to draw an adverse inference against that party and onus of proof lies with the party which with hold the record to prove the case otherwise.

14. In the case in hand it is the case of the workman that he worked with the department upto 22.10.2005 and



23.10.2005 being Sunday, when he reported for duty on 25.10.2005 he was not given work and his services were terminated though he worked with the department from 1999 to 2005 and completed more than 240 days in each calendar year. At the time of termination he was not given any retrenchment compensation, notice of one month of pay in lieu of notice.

15. As the management failed to produced the relevant record and it can safely be presumed that the workman completed more than 240 days in one calendar year preceding to the date of termination i.e. 25-10-2005 and from the above discussion it is proved that workman worked on daily wages for the period in question and management has not complied with the mandatory provisions of Industrial Dispute Act 1947, therefore, the termination of the workman on 25-10-2005 is declared as illegal. It is pertinent to mention here that the workman was given the opportunity to appear in the test for the post of lorry driver but workman failed to qualify the same much prior to his termination and also the jeep which the workman used to drive was condemned, therefore the workman can not be reinstated. In the facts and circumstances of the case one time compensation amounting to Rs. 50000/- (fifty thousands only) would meet the end of justice in lieu of reinstatement.

16. In view of the above the reference is answered accordingly. The management is directed to pay the above amount to the workman within one month from the publication of the award. Central Govt. be informed. Soft as well hard copy be sent to the Central Govt. for publication.

Chandigarh.  
8-5-2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 20 मई, 2014

**का.आ. 1554.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा जनरल मैनेजर, टेलिकॉम, बठिंडा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 655/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/05/2014 को प्राप्त हुआ था।

[सं. एल-40012/191/2001-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 20th May, 2014

**S.O. 1554.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 655/2005) of the Central Government Industrial Tribunal/Labour

Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of General Manager, Telecom, Bathinda and their workman, which was received by the Central Government on 19/05/2014.

[No. L-40012/191/2001-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

#### PRESENT:

Sri Kewal Krishan, Presiding Officer.

**Case No. I.D. No.655/2005**

**Registered on 24.8.2005**

Smt. Rani Kaur, C/o Sh. N.K. Jeet, 27349, Lal Singh  
Basti Road, Bathinda. . . . . Petitioner

#### Versus

The General Manager, Telecom, E-10 B Building,  
Bathinda. . . . . Respondents

#### APPEARANCES:

For the workman : Sh. Charanjeet Adv.

For the Management : Sh. Anish Babbar Adv

#### AWARD

Passed on- 4.4.2014

Central Government vide Notification No. L-40012/191/2001 IR(DU)) Dated 5.9.2001, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal :

“Whether the action of the management of General Manager Telecom, Bathinda in terminating the services of Smt. Rani Kaur D/o Sh. Baur Singh, is just and legal? If not to what relief the workman is entitled to and from which date?”

In response to the notice the workman submitted statement of claim pleading that she was working as Clerk at Telephone Exchange, Sardoolgarh on a permanent job from 28.5.1998 to 1.3.1999 and was getting Rs.2168/- as monthly wages. That her services were terminated in contravention of the provisions of the Act and the persons junior to her were retained in service without calling her.

Respondent management filed written reply controverting the averments and pleaded that workman was never engaged or recruited by the respondent management who entered into a contract with contractor



for supply of labour to do emergency work and the workman may have worked under the contractor. She was never paid any wages by the department. Thus the relationship of employer and employee has been denied by the respondent management.

In support of her case the workman appeared in the witness box and filed her affidavit reiterating the case as set out in the claim petition.

Workman also examined two witnesses namely Sh. Sukhdev Singh, Retired TTA and another Ashok Kumar who was working as Divisional Engineer, Legal Telecom Bathinda.

Sukhdev Singh is a retired TTA and stated that he was posted at Sardoolgarh from 1998 to 2010. That the workman worked from 1998 to 1999 and was employed by SDM who used to pay her wages. That her attendance was marked in the register maintained by JTO who also used to assign her the work.

Ashok Kumar was summoned to produce the record.

On the other hand the management has examined Baldev Krishan who filed his affidavit reiterating the stand taken by the management in the written statement.

I have heard Sh. Charanjeet, Counsel for the workman and Sh. Anish Babbar, counsel for the management.

It was contended by the learned counsel for the workman that the workman was employed as Clerk on a permanent job by the management and she worked at Sardoolgarh from 28.5.1998 to 1.3.1999 when her services were terminated in contravention of the provisions of the Act. He has further submitted that the workman was employed by the respondent management which get corroboration from the statement of Sukhdev Singh who also remained posted in the said office and has deposed that the workman was employed there by the then SDO and further submitted that the management did not produce the record despite issuance of notice to it and it also did not examine the contractor under whom the workman allegedly worked; and these facts taken together prove that the workman was actually an employee of the respondent management which further get corroboration from the statement of the workman herself.

I have considered the contention of the learned counsel.

The definite case of the workman is that she worked as a Clerk on a permanent job from 28.5.1998 to 1.3.1999. Respondent management is a statutory body having its rules and regulations and follow certain procedure for filling the post in the office. There is nothing on the file

that any procedure was followed for employing the workman as Clerk in the office. It is pleaded by the workman in the statement of claim that she was drawing a salary of Rs. 2168 per month. But in her affidavit she has stated that she was paid only Rs.1200 per month which goes a long way to demolish her case that she worked as a Clerk and that too under the respondent management. Again no record has been summoned and proved on the file that the respondent management ever paid her any wages at any time.

The statement of Sukhdev Singh is also of no help to the workman as he is not the person who appointed the workman and he did not tell the names of the persons, who according to him, appointed the workman. Again there is nothing on the file that the SDM Telecom was competent to appoint the workman as Clerk in the office. Thus his statement do not establish that workman was employed by the respondent management.

The workman summoned certain record from the respondent management and Ashok Kumar examined by the workman from the office of the respondent management did not produce the same. If certain record has not been produced, the same do not ipso facto prove that the workman was ever employed by the respondent management whose definite case is that it used to get emergency work done through the contractor. Since it is not proved on the file that workman was ever employed by the respondent management, it was not required to examine the contractor.

In result, it is held that the workman has failed to prove by leading cogent and convincing evidence that she was employed by the respondent management and her services were terminated. Accordingly the reference is answered against the workman holding that she is not entitled to any relief. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मई, 2014

**का.आ. 1555.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा नवोदय विद्यालय, हजारीबाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 49/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/05/2014 को प्राप्त हुआ था।

[सं. एल-42012/90/2010-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 20th May, 2014

**S.O. 1555.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 49/2010) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Navodaya Vidyalaya, Hazaribagh and their workmen, which was received by the Central Government on 19/05/2014.

[No. L-42012/90/2010-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

**Reference: No. 49/2010**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Employer in relation to the management of Navodya Vidyalaya Samirree, Hazaribagh

AND

Their workmen

#### PRESENT :

Sri R.K.Saran, Presiding Officer.

#### APPEARANCES :

For the Employers : Sri U.N.Lall, Advocate

For the workman : None

State : Jharkhand Industry : Education

Dated : 22/4/2014

#### AWARD

By order No. L-42012/90/ 2010 /IR (DU) dated 27/10/2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

#### SCHEDULE

- (1) Whether the services of Shri Rajesh Kumar, daily rated workman, working in the Navodaya Vidyalaya, Bonga, Hazaribagh be regularized in the School Services? If so, from which date ?

- (2) Whether the workman is entitled for back wages? If so, from which date?

- (3) Whether the date of induction in the school servicing i.e. April 2000 or from the date of earlier settlement dated 15/01/2009 should be taken as reckoning date for back wages?

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K.SARAN, Presiding Officer

नई दिल्ली, 20 मई, 2014

**का.आ. 1556.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत संचार निगम लिमिटेड, रतलाम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट ( संदर्भ संख्या सीजीआईटी/एलसी/आर/68/2004 ) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2014 को प्राप्त हुआ था।

[ सं. एल-40012/242/2003-आईआर ( डीयू ) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 20th May, 2014

**S.O. 1556.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/ LC/R/68/2004) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSNL, Ratlam and their workmen, which was received by the Central Government on 20/05/2014.

[No. L-40012/242/2003-IR(DU)]

P. K. VENUGOPAL, Section Officer

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/68/2004**

SHRI R.B.PATLE, Presiding Officer

The Divisional Secretary,  
National Union of Telecom Employees Line Staff  
& Group D Mundla Nayata (Palda),  
Indore. . . . . Workman

**Versus**

The Telecom District Manager,  
BSNL, O/o TDM,  
Ratlam . . . Management

### AWARD

Passed on this 12th day of November, 2013

1. As per letter dated 9-6-2004 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-40012/242/2003-IR(DU). The dispute under reference relates to:

“ Whether the action of the management of TDM, Ratlam in terminating the services of Shri Sitaram S/o Shri Mangilal Bhati w.e.f. 31-12-89 is justified? If not, to what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed Statement of claim at Page 7/1 to 7/3. The case of Ist party workman is that he was working from 1984 till January 1990 with IInd party. His services were terminated from 31-12-89. He was not served with notice, he was not paid retrenchment compensation, termination of his services is in violation of Section 25-F of I.D.Act. Principles of last come first go was not followed. Termination of his services is in violation of Section 25-G of I.D.Act. He has filed Petition No. 499/95 before CAT, Jabalpur. His petition was rejected for lack of jurisdiction. He was given liberty to approach appropriate forum. After following conciliation proceedings, the dispute is referred. On such contentions, he prays for reinstatement with consequential benefits.

3. IInd party filed Written Statement at Page 8/1 to 8/3. Preliminary objection is raised that the dispute is referred after 10 years. Ist party workman was initially appointed in separate establishment under the Sub Divisional Officer, Phones Ratlam as well as SDOT Mandisor. Thereafter the workman voluntarily left the work. Other contentions of workman are denied. It is denied that the workman was terminated in violation of Section 25-F, G of I.D.Act, completion of 240 days is denied. According to IInd party, it was work of deptt. after completion of work, work was transferred to other place. The dispute is not tenable. IInd party prayed for rejection of claim.

4. Workman filed rejoinder at Page 9/1 to 9/3 reiterating his contentions in Statement of Claim. That he had completed more than 240 days continuous service preceding his termination. He was not paid retrenchment compensation. He was not served with notice of termination.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- |      |   |                     |
|------|---|---------------------|
| (i)  | Whether the action of the management of TDM, Ratlam in terminating the services of Shri Sitaram S/o Shri Mangilal Bhati w.e.f. 31-12-89 is justified? | In Negative         |
| (ii) | If not, what relief the workman is entitled to?”  | As per final order. |

### REASONS

6. Workman is challenging termination for violation of Section 25-F, G of I.D.Act. That he was working in IInd party from 1985 to December 1989. He had completed 240 days continuous service during each year. IInd party denied those contentions of the workman. Workman filed affidavit of his evidence stating that he had completed 240 days continuous service preceding termination of his services. In his cross-examination, workman says that he was not given appointment letter. He had not obtained registration of Employment Exchange. The document in that regard is not produced. He denies that after completion of project, his services used to come to an end. He denied that he had left the work of project. It is denied that after completion of project work, he was directed to work in other division. He denied that he had not completed 240 days continuous service preceding his termination.

7. Management filed affidavit of evidence of witness Shri P.K. Jain witness of management has stated that workman had not completed 240 days continuous service. Workman was engaged as casual labour in 1987 as per need. In his cross-examination, workman says that he is working at Ratlam from 1-1-87. Workman did not work under him. He has not produced documents related to the dispute. He denies that workman was appointed as regular employee. The witness of the management says that payment of retrenchment compensation was not considered necessary. He has denied that workman has completed 240 days service.

8. The documents produced by workman are admitted by IInd party. In Exhibit W-1, 30 working days are shown in 1987. In W-2 working days during January to August 89 are shown 181 days. In W-3 working days from Sept to October 89 are 51 days, in Exhibit W-4, working days in December 89 are shown 31 days. The total of working days comes to more than 240 days preceding termination of services of workman. Workman is covered under Section 25-B of I.D.Act. Workman was not served with notice. He was not paid retrenchment compensation. Termination of services of workman is in violation of Section 25-F of I.D.Act. Therefore I record my finding in Point No.1 in Negative.

**9. Point No. 2**

In view of my finding in Point No.1 that the termination of workman is illegal and in violation of Section 25-F of I.D.Act, question arises whether the workman is entitled for reinstatement with back wages. As per evidence, workman was working from 1985 to December 1989 for about 4 years. His services are terminated in violation of Section 25-F. Workman was not appointed following selection process. His name was not sponsored through Employment Exchange. Relief of reinstatement with back wages cannot be allowed. In my considered view, payment of reasonable compensation would be appropriate to meet the ends of justice. Compensation Rs.50,000 would be proper and reasonable. Accordingly I record my finding on Point No.2.

10. In the result, award is passed as under:-

- (1) Action of the management of TDM, Ratlam in terminating the services of Shri Sitaram S/o Shri Mangilal Bhati w.e.f. 31-12-89 is not legal.
- (2) Ind party is directed to pay compensation Rs.50,000 to the workman.

Amount as per above order shall be paid to workman within 30 days. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 मई, 2014

**का.आ. 1557.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 03/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/24/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 22nd May, 2014

**S.O. 1557.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 22/05/2014.

[No. L-12012/24/2010-IR (B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE****IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.****PRESENT:**

Sri L.C.Dey, M.A., LL.B., Presiding Officer, CGIT-cum-Labour Court, Guwahati

In the matter of an Industrial Dispute between :

The Management of UCO Bank, Regional Office, Guwahati

**Versus**

Their Workman Md. Matiur Rahman

**Ref. Case No. 03 of 2010****APPEARANCES:**

For the Management : Mr. R.C.Kalita, Senior Manager, UCO Bank

For the Workman : Mr. M.Roy, Learned Counsel for the workman

Date of Award : 28.03.2014

**AWARD**

1. In exercise of powers conferred by Clause (d) of Sub-section (1) & (2-A) of Section 10 of the Industrial Dispute Act, 1947 the Ministry of Labour & Employment, Government of India, had referred this Industrial Dispute raised by the workman Matiur Rahman against the Management of UCO Bank, vide Order No. L-12012/24/2010-IR(B-II); Dated: 16/04/2010 for adjudication. The Schedule of the Reference is as follows :

**SCHEDULE**

“Whether the action of the management of UCO Bank in dismissing Md. Motiur Rahman, Ex-Clerk-cum-Asstt. Cashier w.e.f. 24.3.2003 is legal and justified? What relief the concerned workman is entitled to?”

2. On receipt of the order of Reference this Reference Case has been registered and notices were served upon both the parties who appeared and contested the proceeding by filing their claim statement/written statement, adducing evidence along with documents.

3. The case of the workman Motiur Rahman is that he was appointed as Clerk-cum-Cashier, UCO Bank, Dobok Branch and he was working in the said Branch upto 24.3.03. He was charge sheeted by the Management on the allegation of defalcation of fund on 29.09.2000 and an ex-parte enquiry was held against him and at that time some incidents of grave irregularities were there in the Dobok Branch of the Bank and the workman was wrongly implicated for those irregularities making him a target by



the Field Level Management and placed him under suspension on 6.9.2000. The workman after verification of the documents requested the Disciplinary Authority for allowing him 30 days time to submit his reply to the charge sheet but the Disciplinary Authority allowed him only 10 days time from the date of issuing the letter and not from the date of receipt of the letter which was received by the workman on 30.11.2000. Thereafter the workman submitted his reply on the next date i.e. on 1.12.2000 for which the workman was deprived of getting reasonable opportunity to meet the charges levelled against him. The Management held enquiry by appointing a tainted officer, who himself was punished by the Management for misusing fund and misconduct and moreover, the said Enquiry Officer was a psychiatric patient at the time of holding the enquiry. The workman objected to the appointment of such tainted officer as Enquiry Officer but the Management directed the workman not to speak against the Enquiry Officer and the authority also did not record his objection. The workman further mentioned that the enquiry was held on 22.12.2000; 2.1.01; 11.1.2001 and 29.1.2001 and the workman was present before the Enquiry Officer on all those days but the Enquiry Officer did not record the hearing of the enquiry on two occasions without any reasons, and on other two occasions, the proceeding was adjourned without any hearing. Thereafter the hearing of the enquiry was fixed on 20.3.01 and on that day the workman felt ill and sent his brother with a petition supported by a Medical Certificate requesting the Enquiry Officer to adjourn the hearing on that day but the Enquiry Officer refused to accept the application and hold the enquiry ex-parte against the workman and submitted a report holding the workman guilty without recording any evidence and without proving any document by any witness. The workman alleged that after his attendance on 29.1.2001 he received the letter dated 26.2.2001 from the Enquiry Officer on 16.3.2001, and from the contents of the letter dated 26.2.2001, he could come to know that the next date for the proceeding was fixed on 20.3.2001; and in the said letter the Enquiry Officer claimed that vide his letter dated 3.2.2001 he had informed the workman that if the workman would fail to appear in the enquiry proceeding then the proceeding would be held ex-parte; and vide is letter dated 10.2.2001 the Enquiry Officer informed the workman that the next date of the enquiry proceeding would be held on 26.3.2001, but did never receive any letter of such dated 3.2.2001 from the Enquiry Officer. The workman mentioned that he was present in all the enquiry proceeding held against him and the so called letter dated 3.2.2001 purported to have been issued to strengthening the enquiry proceeding, which is glaring example of denial of opportunity to the workman of being heard. It is also pointed out by the workman that before the enquiry held on 11.1.01 he requested the Enquiry Officer for a long time to defend him by a lawyer as provided in Clause-12 (a) (iii) of Chapter- XIX of the Bipartite Settlement. Then he sought

for permission of the Bank but the workman was not allowed to engage lawyer. The workman added that the Management has initiated a Criminal Proceeding against him by filing an FIR before the Rangiya Police Station on 16.1.2001, but the workman was honorably acquitted from the charges submitted by the Police. Thereafter the Disciplinary Authority, on the basis of the report and findings of the Enquiry Officer, issued a notice on 12.4.2001 to the workman proposing extreme punishment of dismissal which is against the principle of natural justice and the rights granted in the Constitution of India. Then he filed a Writ Petition before the Hon'ble Gauhati High Court challenging the veracity of the disciplinary proceeding and the notice dated 12.4.2001 proposing the punishment of dismissal from the service of the Bank. Hon'ble High Court by an interim order dated 23.4.2001 stayed the operation of the notice dated 12.4.2001 and directed the Bank not to proceed further with the departmental proceeding against the workman. Finally, The Hon'ble Gauhati Court in its judgment dated 18.11.2002 quashed the said notice dated 12.4.2001 with direction for continuation of the departmental proceeding against the workman from the stage of furnishing the report of enquiry in which the workman could not avail the opportunity to persuade the authority not to accept and act on the basis of the report of the enquiry including the fact that the enquiry was held ex-parte.

Disciplinary Authority although, in keeping with the judgment of the Hon'ble High Court sent the enquiry report to the workman under cover of their letter dated 20.12.2002 asked the workman to submit any comment on the said report but all were for the sake of formality only. However the workman submitted his comment on the enquiry report vide his letter dated 3.1.2003 but the Disciplinary Authority did not consider his reply dated 1.12.2000 against the charge sheet which was not taken into consideration by the Enquiry Officer. It is also contended by the workman that after receiving the final order dated 24.3.2003 from the Disciplinary Authority he preferred an appeal on 7.5.2003 before the within 45 days on receipt of the final order of punishment. But the Appellate Authority allowed a personal hearing on 3.7.2003 i.e. not within a period of 30 days of receipt of the appeal which is clear violation of the Bipartite Settlement. Then the Appellate Authority on the very next day i.e. on 4.7.2003 of holding the personal hearing on 3.7.2003 disposed of the appeal agreeing to the order of the Disciplinary Authority. Thus the gross failure of the Disciplinary Authority as well as the Appellate Authority by affording adequate hearing to the workman, free and unbiased trial which is not possible by an Officer having unsound mind and being a tainted one, and completed ex-parte hearing without admission and evaluation of any evidence. It is averred by the workman that the Management of Dobok Branch was functioning against the Rule of Bank by committing irregularities in



depositing the money which caused suffering to the customers and in order to cover up their lapse the Field Level Management including the Manager of the Bank conspired to cover up the alleged irregularities by scarifying the innocent workman. It is further mentioned that the aggrieved customers lodged complaint before the Reserve Bank of India and the Banking Ombudsman of the Reserve Bank of India after enquiry directed the bank to pay all the affected customers of their dues with warning to the concerned Bank not to flout the guidelines of the Reserve Bank in their day to day business. The Bank Authority made an enquiry into the irregularities of the said Branch and the Enquiry Authority gave its findings accusing some of the field level management, various investigation reports available with the bank on Dobok Branch would prove the fact, but the workman was given a clean chit. Therefore the workman is not at all guilty of the charges framed against him & hence the order of dismissal of the workman is illegal & is liable to be dismissed.

4. The Management, on the other hand, contested the proceeding by filing written statement wherein it is mentioned that the present reference is not maintainable in law as well as facts, due to non-joinder of necessary party; and as the Hon'ble High Court has legalized the enquiry by its judgment dated 18.11.02 in W.P.(C) No.2980/2001, as such, the workman debarred to challenge the enquiry before this Tribunal. It is also contended that the matter is barred by law of limitation and the appellate authority has dismissed the appeal on 4.7.2003 and the workman has not challenged the same by filing the review petition before the authority. The Management has implemented the order of the Hon'ble High Court giving an opportunity of personal hearing after closing of the enquiry and the workman has admitted the allegation made in the charge sheet as such, the workman is not entitled to any relief. It is also mentioned that the new allegation brought by the workman which were not pleaded/stated earlier before the Hon'ble High Court, can not be accepted and it is liable to be rejected. The Management mentioned that the workman was issued a charge sheet dated 29.9.2000 stating that the workman while posted as Clerk-cum-Assistant Cashier of Dobok Branch he had received cash from customers for credit of their respective accounts issuing acknowledgement to them by signing the counter foils of the pay-in-slip but the amount was not entered into the ledger folios, the names of the customer along with their account numbers, dates of payment and amount deposited were stated in the charge sheet. In the charge sheet it was also mentioned that the entries were made by the workman in the pass books of Savings Bank Account on 24 occasions without making corresponding matching entries in the respective ledger folios for which the balance of the S.B.Ledger folios differ with that of the pass book entries. The workman was informed vide letter dated 2.8.2000 to have received cash from nine account holders

for credit in their respective account but the same were not deposited on respective date of receipt. As a result, the workman has put the bank to financial loss and caused damage to the image and reputation of the Bank which is a gross misconduct as per Clause-19.5 (d) of the Bipartite Settlement dated 9.10.1966. Further plea of the Management is that the workman was asked to submit explanation on the said charges and the enquiry has been duly completed but the workman remained absent after participating on first two dates.

The Management stated that the workman vide his letter dated 2.8.2000 has admitted in clear and categorical terms of charges levelled against him and has also made a declaration that the irregularities were committed by him only in the SB Accounts and not in any other account and it was undertaken that all the said accounts would be regularized as promised earlier before 8.8.2000. After issuing the charge sheet dated 29.9.2000 the workman was directed to submit written statement within 10 days from the date of receipt of the charge sheet and subsequently on application of workman the date was extended upto 30.11.2000 but the workman failed to submit even on 5.12.2000 and hence, the Management constituted an enquiry against the workman appointing Mr. J.N.Sharma, A.C.O, Regional Office, Gauhati as Enquiry Officer. The workman was present before the Enquiry Officer on 2.1.01 and 11.1.01 and on 2.1.01 he was allowed to arrange a defence representative supplying copies of the proceeding on 5.1.01. Thereafter the workman filed an application to engage lawyer to defend his case which was rejected by the Management. The workman did not attend the enquiry on 26.2.01 inspite of notice issued to him by Registered Post and certificate of posting besides personally service through the Bank. The Registered letter was returned unserved on the ground that the addressee was out of station and the notice sent through personal service was also not accepted by the wife and father of the workman, and hence the proceeding was held ex-parte on 26.2.01. The Enquiry Officer also gave the workman a last and final chance to defend his case and fixed 20.3.2001 for next hearing with intimation by letter dated 5.3.2001 to the workman by Registered Post which was received by the workman on 16.3.01 but the said workman did not attend before the enquiry officer on 20.3.01 and hence, the proceeding was held exparte.

Further case of the Management is that the Hon'ble Gauhati High Court in Writ Petition No.W.P.(C) No. 2980/01 filed by the workman quashing the notice dated 12.4.2001 issued by the Management, with direction for continuation of the departmental proceeding against the workman from the stage of furnishing of report of the enquiry; while the Management in pursuance of the order of the Hon'ble High Court has given a personal hearing with the workman on 24.1.2003, wherein the workman admitted the charges levelled against him in presence of

Sri Golap Kalita, C.O. and Smt. Leena Das, DCO and put his signature on the statements made in the said personal hearing.

Thus the workman has intentionally remained absent in the departmental proceeding in spite of receipt of the notice and the Enquiry Officer has given sufficient time for appointing of defence representative as well as for his appearance and hence, there is no violation of any provision of law; and the Disciplinary Authority after perusing the record as well as the statement of the workman made during his personal hearing admitting the allegations against him and as such, the Disciplinary Authority has not violated the Bipartite Settlement and hence, there is nothing to interfere by this Tribunal. It is further stated by the Management that the Appellate Authority has also given an opportunity of personal hearing to the workman wherein he has admitted irregularities and also execution of letter dated 8.8.2000 and deposit of about 4.6 lakhs; and after perusal of the materials in connection with the disciplinary proceeding the Appellate Authority has dismissed the appeal preferred by the workman. The Management added that they have not committed any irregularity, illegality in initiation of the enquiry as well as in dismissing the workman from his service on the ground of misappropriation of public money, as such, the workman is not entitled to any relief.

5. In order to establish his case, the workman examined himself alone. The Management also examined one witness namely Mr. Rajen Chandra Kalita, Sr. Manager, UCO Bank, Tihu Branch, Tihu, Nalbari. Let me discuss the evidence of both the sides along with the documents relied upon by them.

According to the workman witness no.1, Shri Motiur Rahman, he was appointed as Clerk-cum-Cashier and posted at Dobok Branch of the Bank and he was working in the said Branch upto 24.3.2003. The workman was charge sheeted by the Management on the allegation of defalcation of fund on 29.9.2000 and an ex-parte enquiry was held against him but the enquiry was held by tainted Officer who himself was punished by the Management for misuse of fund and misconduct and moreover the said Enquiry Officer was a psychiatric patient at the relevant time. While the workman objected to the appointment to such tainted Officer but the Management directed the workman not to speak against the Enquiry Officer and his objection was not recorded. The workman mentioned that the enquiry was vitiated due to appointment of a tainted and a man of unsound mind as Enquiry Officer which is evident from the fact that the enquiry was held on 22.12.2000; 2.1.2001; 11.1.2001 and 29.1.2001 and the workman was present all those days but the Enquiry Officer did not record the hearing of the enquiry on 2 occasions without any reasons and on another two dates the proceeding was adjourned without any hearing. The workman also stated that he could not attend the hearing of the enquiry

on 20.3.2001 but the workman due to his illness could not appear and sent his brother with a petition supported by Medical Certificate to the Enquiry Officer requesting him to adjourn the hearing for the day which was turned down by the Enquiry Officer. He also said that he had applied before the Enquiry Officer to allow him to engage a lawyer to defend his case as per provisions of Bipartite Settlement but he was not allowed to do so. He also mentioned that his request for adjournment on medical ground was not accepted with objective to dispose of the case ex-parte without any hearing. The W.W.1 stated that the Enquiry Officer after completing ex-parte enquiry submitted his report to the Disciplinary Authority recommending to take action against the workman without serving any copy of the said report to him. W.W.1 also stated that the Hon'ble Gauhati High Court vide its order passed in W.P(C) No.2980/01 filed by the workman, quashed the order of the Disciplinary Authority with direction to supply copy of the enquiry report and to provide hearing to the workman, and on receipt of the copy of the enquiry report the workman submitted his statement before the Disciplinary Authority but the Disciplinary Authority did not consider the same. It is further stated that the Management stated before the Hon'ble High Court that the workman had replied to the charges but in dismissal order it was mentioned that the workman did not reply to the charges; and that the workman preferred the appeal before the Appellate Authority pointing out the defects in holding the ex-parte enquiry but the Appellate Authority did not consider his grievance. The workman denied all the allegations/statements made by the Management in their Written Statement, which have been reproduced only to cover up their lapses. The further contention of the workman is that although the authority have made a charge of defalcation of fund against the workman but they have failed to show any order that the workman was ever entrusted to handle the cash of the bank; and that the fact remained that the set of people entrusted to the task of receiving cash and supervising the receipt and payment of cash are completely different and he was not entrusted to receive the cash. He mentioned that everything began with the Manager of Dobok Branch regarding withdrawal Rs.70,000 from account No.1820/12 belonging to the son of the workman without the knowledge of the workman or son of the which he vehemently objected to. He also added that some persons got some confession letters signed by him under threat with dire consequences of his life and the life of his son which however he withdrew vide his letter written to the Manager on 20.11.2000. Some of the customers of the Bank complaint before the Bank Ombudsman of the Reserve Bank of India, Guwahati for anomalies in their account at UCO Bank at Dobok Branch and an enquiry was held and penalty was imposed on the Bank but no where the Ombudsman made any reference to the workman as he was not at all connected in the matter. The W.W.1 also stated that the management was

determined to punish him and for doing so they brought these false allegations and punished him without giving a chance which amounts to violation of principle of natural justice in the enquiry proceeding against the Workman; and he was punished by dint of fake and defective enquiry. Hence prayed for setting aside the order of dismissal of the workman.

The workman mentioned that the management filed a Criminal case being G.R. Case No. 32/2001 u/s 409, 467 IPC before the SDJM, Rangiya and the said case has been disposed of acquitting him from the charges. In support of his statement the W.W. 1 has proved the certified copy of judgment and order dated 21.5.2012 passed by the learned SDJM, Rangiya in G.R. Case No. 32/2001 u/s 409, 467 IPC vide Exhibit-1; the charge sheet framed by the management against the workman vide Exhibit-1(A); the letter issued by the workman to the management with prayer for allowing time for verification of the documents vide Exhibit-2; the letter issued by the management allowing the workman 10 days time for submission of statement in defence vide Exhibit-3; the letters regarding institution of departmental enquiry marked as Exhibit-4 and the Exhibit-4(I) is the Notification regarding appointment of Enquiry Officer and Presenting Officer; and the Exhibit-5 which is the order of the Disciplinary Authority; the copy of the extract from the Register in respect of the treatment of J.N. Sarma, by Dr. S.K. Chakrabarty, GMCH, vide Exhibit-6; the notices issued by the Enquiry Officer to the workman vide Exhibits-7, 8, & 9; the applications dated 19.3.2001 written by the workman to the Enquiry Officer along with medical certificate vide Exhibit-10, the sick certificate in respect of the workman vide Exhibit-10(1); the letter issued by the Enquiry Officer upon the workman asking him for sending his statement vide Exhibit-11; the letters issued by the Disciplinary Authority proposing punishment and asking the workman for personal appearance vide Exhibit-12 and the copy of the judgment and order passed by the Hon'ble High Court in Writ Petition No. W.P.(C) 2980/01 vide Exhibit-13; the copy of the disciplinary proceeding vide Exhibit-14; the letter written by the workman to the Disciplinary Authority requesting to exonerate from the charges vide Exhibit-15; the forwarding letters issued by the Branch Manager, UCO Bank, Dobok Branch in respect of the order of Disciplinary Authority and the order of the Disciplinary Authority vide Exhibit-16 and 16(1) respectively; the copy of the appeal preferred by the workman against the order of the Disciplinary authority for making fresh enquiry vide Exhibit-17; the forwarding letter issued by the AGM containing order of appeal vide Exhibit-18 and the order of the Appellate Authority vide Exhibit-18(1); the copy of the disciplinary proceeding including enquiry report/findings vide Exhibit-19; the notice issued by the Enquiry Officer vide Exhibit-20; the letter dated 27.1.01 issued by the workman to the Enquiry

Officer with request to stop the departmental proceeding till the decision of the criminal court vide Exhibit-21; reply of the workman to the charge sheet framed by the Disciplinary Authority vide Exhibit-22.

During his cross-examination the workman stated that he wrote a letter on 2.8.2000 admitting some misappropriation/irregularities of the Bank money under pressure and threat of the then Branch Manager Mr. S.K. Balasubramaniam and 6/7 numbers of customers present at the Bank at that time, and the said letter was initially provided by them and he wrote the same making like a copy. He categorically denied the suggestion that he had admitted his guilt and accordingly he repaid an amount of Rs. 4.60 Lakhs to the customers. He had also proved the final order of the Appellate Authority passed by the Assistant General Manager, UCO Bank vide Exhibit-A, and copy of which was received by him on 5.9.2003 putting his signature marked as Exhibit-A(1). The workman has also proved the minutes of appeal hearing (personal hearing) of the workman on 3.7.2003 vide Exhibit-A(2) which was received by him acknowledging receipt thereof by the workman vide Exhibits-A(3), A(4) and A(5); but he did not admit the contents of these documents. He also added that prior to holding of the hearing by the Appellate Authority vide Exhibit-A & Exhibit-A(2), the Disciplinary Authority held another personal hearing on 24.1.2003 vide Exhibit-B. The workman again stated that he was not supplied with the copy of document marked as Exhibit-B. and that the Disciplinary Authority did not record the proceedings in respect of his reply what he told exactly. But he did not raise any protest at the time of acknowledgement of Exhibit-B.

6. The Management witness No. 1, Mr. Rajen Chandra Kalita, Sr. Manager of UCO Bank, Tihu Branch, District-Nalbari, Assam, in his evidence, mentioned that the Hon'ble Gauhati High Court has already legalized the enquiry vide its Judgment dated 18.11.2002 in W.P. (C) No. 2980/2001 and as such, the workman is debarred to challenge before this Tribunal; and that the matter is barred by law of limitation as the Appellate Authority has dismissed the Appeal on 4.7.2003 and the workman has not challenged the same by filing Review petition before the Authority. He also stated that in pursuance of the order of the Hon'ble Gauhati High Court the Management has given an opportunity of personal hearing to the workman after closing of the enquiry and in the said personal hearing the workman has admitted the allegation made in the Charge Sheet; and as the workman has brought new allegation which would not be pleaded earlier before the Appropriate Authority and hence, the workman is not entitled to any relief. He also said that in the charge sheet dated 29.9.2000 issued against the workman it was mentioned that while the workman was posted as clerk-cum-Assistant Cashier of Dobok Branch, he had received cash from the Bank's customers for credit in their respective



account by issuing acknowledgement to them by signing the counter foils of the pay-in-slip and the amount deposited was not entered into the ledger folios; and that on 24 occasions the workman made entries in the Pass Book of Savings Book Accounts without making corresponding matching entries in the respective ledger folios for which the balance of the Savings Bank ledger folios differ with that of the pass book entries. The workman vide his letter dated 2.8.2000 informed the Bank to have received cash from 9 account holders for credit in their respective accounts but the same was not deposited on the respective date of receipt. As such, the said act of the workman put the Bank to financial loss and also damaged image and reputation of the Bank and such act of the workman is a gross-misconduct as per clause 19.5(d) of the Bipartite Settlement dated 19.10.1966 and by doing acts prejudicial to the interest of the Bank or gross negligence involving or likely to involve the Bank in loss is a gross-misconduct as per clause 19.5(d) of the Bipartite Settlement. The Management witness further stated that the workman voluntarily remained absent after participating on the first two dates and there after the enquiry has been duly completed. He mentioned that the workman vide his letter dated 2.8.2000 clearly and categorically admitted the charges framed against him and he has also made a declaration that the irregularities were committed by him only in the savings Bank Account and not in any other account and it was undertaken that all the said account would be regularized earlier before 8.8.2000; and that no other staff was involved in any of the above irregularities. The Charge Sheet was issued by the Management against the workman on 29.9.2000 with direction to submit written statement within 10 days of receipt of the charge sheet; and after extension of the date of submission of charge sheet up to 30.11.2000 at the instance the workman he failed to submit his written statement even on 5.12.2000. Mr. Kalita (MW. 1) added that the workman appeared before the Enquiry Officer on 2.1.2001 and on 11.1.2001 and participated in the enquiry; and on 2.1.2001 he was allowed to arrange his defence representative fixing next date on 11.1.2001. On 11.1.2001 the workman has filed an application to engage a lawyer to defend his case which was rejected by the Management and subsequently on 26.2.2001 the workman did not attend the enquiry proceeding in spite of issuance of notice to him by registered post as well as personal service by the Bank. But the said registered letter was returned unserved on the ground that the addressee was out of the station and the notice sent through the personal service was also not accepted by the wife and father of the workman and as such, the proceeding dated 26.2.2011 was held ex-parte. But the workman was allowed a last and final chance to defend his case for the interest of natural justice fixing 28.3.2001 in the next hearing and the workman was informed by issuing notice by Registered Post dated 5.3.2001 and the same was received by the workman on

16.3.2001. While the workman did not appear before the Enquiry Officer on the date fixed 20.3.2001 and having no other alternative the proceeding was held ex-parte. In the meantime the workman preferred a Writ Petition before the Hon'ble Gauhati High Court, which was registered as W.P. (C) No.2980/20001 and after hearing the parties the Hon'ble High Court was pleased to quash the notice dated 12.4.2001 and ordered of Departmental Proceeding against the workman from the stage of furnishing to the report of enquiry vide order dated 18.11.2002. Accordingly the workman was given personal hearing on 24.1.2003 and in course of the said personal hearing the workman has admitted the charges levelled against him in presence of Sri Golap Kalita and Smti Leena Das. The workman also put his signature on the statement made in the said personal hearing. The witness concerned has also mentioned that the Enquiry Officer has been able to prove all the allegations as per charge sheet and the Disciplinary Authority, after going through all the records as well as the statements made by the workman during his personal hearing, wherein he admitted all the allegations levelled against him. As such, the Disciplinary Authority has not violated the Bipartite Settlement in awarding punishment to the workman, and hence, there is nothing to interfere by this Tribunal. Further, the MW.1 added that the Appellate Authority under the management has already given an opportunity of personal hearing of the workman wherein the workman admitted irregularities and also the execution of the letter dated 8.8.2000 and deposit of Rs.4.6 lakhs, and after going through the materials on record the Appellate Authority has dismissed the appeal filed by the workman on 4.7.2003. Thus the Management has not committed any irregularity, illegality in the appointment of Enquiry Officer as well as in dismissing the workman on the ground of misappropriation of public money; and as the Hon'ble Gauhati High Court has observed that the charges is indeed serious and has the effect of telling upon the reputation of the Bank, public interest would, therefore, demand that the exact role and responsibility of the workman in such act is determined at the earliest.

The management witness has proved the charge sheet issued against the workman vide Exhibit-C, the letter dated 2.8.2000 written by the workman admitting his guilt vide Exhibit-D (duly certified by the authorized Officer of Bank, & the same was proved under objection); the Notification/intimation dated 5.12.2000 issued by the management regarding appointment of Enquiry Officer and Presenting Officer & intimation as to the departmental enquiry vide Exhibits-E & F respectively; the letter dated 7.11.2000 issued by the workman for extension of time for filing his reply to charge sheet and the letter dated 20.11.2000 issued by the Management allowing 10 days time to the Management vide Exhibit-G & H respectively; the enquiry report against the workman submitted by Mr. J.N. Sarma, Enquiry Officer, vide Exhibit- 1; the judgment

of the Honble Gauhati High Court in W.P.(C) No.2980/2001 vide Exhibit- J; the proceeding of enquiry (personal hearing) of the workman in view of the order of the Hon'ble Gauhati High Court vide Exhibit-K; the order of the Disciplinary Authority dated 24.3.03 regarding findings of the Enquiry Officer and the punishment awarded against the workman by the Disciplinary Authority vide Exhibit-L; the order rejecting the proceeding of the enquiry against the workman vide Exhibit-M; and the final order rejecting the appeal preferred by the workman vide Exhibit-N.

During his cross-examination the Management witness No.1 admitted that Mr. J.N. Sarma, the Enquiry Officer, appointed to enquire into the case of workman was an officer of the Management Bank who was punished after holding departmental proceeding against him, and said Mr. J.N. Sarma obtained medical bill for his psychiatric treatment from the Bank and Mr. Sarma was placed on VRS in the year 2001; and that the letter regarding allowing time to the workman marked as Exhibit-H was received by the workman on 30.11.2000 asking the workman to furnish his reply latest by 30.11.2000 which is against the principle of natural justice. He also admitted that the alleged confessional letter marked as Exhibit-D was taken into consideration in deciding the charges of enquiry proceeding but it was not proved by any of the management witness before the Enquiry Officer; and that they have not communicated the workman the proposed punishment to be imposed upon him on the basis of the enquiry proceeding. The Management witness No.1 stated that the vital ingredients of the charge sheet (Exhibit-C) is the allegation of collection of cash from the customers by the workman but he did not deposit the same to the Bank but the total amount of money collected by the workman was not given in the charge sheet while details of the list is in the charge sheet. He also mentioned that no management witness was examined by the Enquiry Officer in the enquiry proceeding against the workman, and the ledger folios and pass books in respect of the Account No.4128/25 of Sri A.Sarma were not produced before the Enquiry Officer in connection with the proving of charge No.2. He said that in the enquiry report marked as Exhibit- I (at page-2) the Enquiry Officer has mentioned that the reply to the charge sheet was not submitted by the workman before the Disciplinary Authority while in the order of appeal dated 4.7.2003 passed by the Assistant General Manager, UCO Bank it has been mentioned that the reply of the workman dated 01.12.2000 to the charge sheet issued by the Disciplinary Authority was considered by the Disciplinary Authority and the same was found unsatisfactory while the departmental proceeding was ordered. He again mentioned that in the W.P.(C) No.2980/01 preferred by the workman before the Hon'ble Gauhati High Court, it was mentioned in the judgment of the Hon'ble Gauhati High Court, marked as Exhibit- 1 ( at page-7) wherein it is seen that Mr. P.C. Deka, learned Advocate

submitted that the reply to the charge sheet was already submitted by the workman before the Disciplinary Authority, but in Exhibit- L i.e. the final order of the Disciplinary Authority wherein there is no mention regarding receipt of the reply to the charge sheet by the Management from the workman. It is further stated by the management witness No.1 that the workman remained absent in the enquiry only on one occasion i.e. on 20.3.2001 after receiving notice from the Disciplinary Authority and the enquiry was held on 4 days i.e. on 2.1.2001, 11.1.2001, 26.2.2001 and 20.3.2001; and the presentation of the enquiry was started on 20.3.2001; and that the notices marked as Exhibit 7 & 8 were issued fixing the date of enquiry on 22.12.2000 and 29.1.2001 respectively but there is no mention in the enquiry proceeding as to the step taken by the Enquiry Officer on those two dates. He categorically denied the suggestion that with an intent to victimize the workman, taking advantage of the absence of the workman due to illness on one date i.e. on 20.3.2001 the Enquiry Officer started the enquiry and also concluded the enquiry on the same date. It is also stated by the MW.1 that there is no mention in the enquiry proceeding whether the workman was asked if he was ready to confess his guilt, however, denied the suggestion put forward by the workman that the workman was not asked whether he was prepared to admit his guilt nor the workman was given any opportunity to be heard.

7. I have gone through the entire case record and the evidence adduced by both the sides as discussed above. I have also perused the written argument submitted by both the parties and also heard oral arguments placed by them.

From the evidence on record it appears that the workman Motiur Rahman was working as Clerk-cum-Cashier, UCO Bank, Dobok Branch and he was charge sheeted by the management on the allegation of defalcation of fund and accordingly an enquiry was held ex-parte against the workman. On completion of enquiry, the Enquiry Officer submitted his report along with the findings on the charges framed against the workman, before the Disciplinary Authority which accepting the report and findings of the Enquiry Officer imposed penalty of dismissal from service. The charge sheet has been proved as Exhibit-1(A) wherein 4 numbers of charges have been framed against the workman on the allegation of misappropriation of bank deposits collected by him from the account holders at different times which caused damage to the reputation and image of the bank amounting to gross-misconduct. On receipt of the notice along with the charge sheet by the workman he made verification of the documents of the bank with the leave of the Bank and prayed for time for filing reply to the charge sheet vide Exhibit-2. Accordingly, the time was allowed by the Disciplinary Authority for submission of his statement in defence latest by 30.11.2000 vide Exhibit-3. On scrutiny of



the document marked as Exhibit-3 it appears that the letter dated 20.11.2000 stipulating last date of submission of the defence of the workman on 30.11.2000, which was received by the workman on 30.11.2000. The Disciplinary Authority appointed Mr. J.N.Sarma, ACO, Regional Office, Guwahati as Enquiry Officer and Mr. K.K.Das, ACO Office, Regional Office, Guwahati Office as Presenting Officer to present the case on behalf of the Management of the Bank vide Exhibit-4(1). The workman was also notified accordingly while the workman raised objection to the appointment of Enquiry Officer namely Mr. J.N. Sharma, ACO, Regional Office on the ground that the said officer was a tainted and Mr. Sarma was also suffering from psychiatric disorder and hence, the workman prayed before the Disciplinary Authority for not entrusting Mr. J.N. Sharma with the work of Enquiry Officer. But the prayer of the workman was not considered by the Disciplinary Authority. In support of his contention that the Enquiry Officer Mr. J.N. Sharma, ACO was a tainted who was having psychiatric disorder, the workman has proved the order of Disciplinary Authority in the matter of departmental enquiry with regard to the charges framed against Mr. J.N. Sarma, ACO vide Ref. No.NEZ/IVD/JDV-43/316/9798 dated 30.9.97 marked as Exhibit-5 and an extract from the register in respect of the treatment of Mr. J. N. Sharma as a patient of psychiatric disorder has been proved vide Exhibit-6. From the Exhibit-5 i.e. the order of the Disciplinary Authority in respect of Sri J. N. Sharma it appears that the charges framed against Sri J.N.Sharma have been proved and some punishment for misconduct was imposed against him. It is also found on record that the workman objected to the appointment of Mr. J.N.Sharma apprehending miscarriage of justice. The evidence also shows that the workman was refused by the Disciplinary Authority to engage lawyer to defend his case. The Management inspite of having scope, to appoint another Officer to enquire into the charges framed against the workman, failed to do so and also did not allow the workman to engage his lawyer and hence the contention of the workman that there was lack of good faith in instituting the enquiry against him, cannot be ruled out.

The workman categorically stated that he sincerely cooperated with the enquiry proceeding and he attended the enquiry fixed on 22.12.2001, 2.1.2001, 11.1.2001 and 29.1.2001 but the Enquiry Officer has adjourned the enquiry on two occasions without any hearing and also without recording the hearing of enquiry on two dates. Subsequently on 20.3.2001 the workman could not appear due to his illness and he sent his prayer before the Enquiry Officer together with application along with medical certificate for adjournment but it was refused by the Enquiry Officer and the Enquiry Officer completed the enquiry on 20.3.2001 ex-parte. The workman has proved his application dated 19.3.2001 and the supporting documents namely the medical certificate vide Exhibit-10

and Exhibit-10(1). The enquiry report forwarded to the workman by the Disciplinary Authority vide Exhibit-19 shows that the minutes of the proceeding on 2.1.2001, 11.1.2001, 26.2.2001 and 20.3.2001 have been recorded along with the observation and the findings of the Enquiry Officer. The workman has been able to establish that his prayer for adjournment was received by the Enquiry Officer on 26.3.2001 vide Exhibit-10 as there is no rebuttal evidence against the statement of the workman. Further the M.W.1 in his cross-examination stated that the workman was absent in the enquiry proceeding only on 20.3.2001 while the enquiry report shows that the workman was absent on several dates. The said prayer of the workman for adjournment of enquiry might be considered by the Enquiry Officer in order to afford an opportunity to the workman to be heard, and refusal of the Enquiry Officer amounts to violation of natural Justice.

In *Moni Shankar vs. Union of India and Anr.* Reported in (2008) 3 SCC 484 it was held :

The departmental proceeding is a quasi judicial one. Although the provisions Evidence Act are not applicable in the said proceeding, principles of natural justice are required to be complied with. The Court exercising power of judicial review are entitled to consider as to whether while inferring commission of misconduct on the part of a delinquent officer relevant piece of evidence has been taken into consideration and irrelevant facts have been excluded therefrom. Inference on facts must be based on evidence which meet the requirements of legal principles. The Tribunal was thus, entitled to arrive at its own conclusion on the premise that the evidence adduced by the department, even if it is taken on its face value to be correct in its entirety, meet the requirements of burden of proof, namely-preponderance of probability. If on such evidences, the test of the doctrine of proportionality has not been satisfied. The Tribunal was within its domain to interfere. We must place on record that the doctrine of unreasonableness is giving way to the doctrine of proportionality.

The Hon'ble Supreme Court in *Nirmala- J. Jhala vs. State of Gujrat* published in AIR 2013 SC 1513 (A) held that;

The disciplinary proceeding are not a criminal trial and inspite of the fact that some are quasi judicial and quasi criminal, doctrine of proof beyond reasonable doubt does not apply in such case but the preponderance possibility would apply; the Court has to see whether there is evidence on record to reach the conclusion that the delinquent had committed a misconduct; and this conclusion should be reached on the basis of test what a prudent person would have done.

8. In view of the ratio of the above cases and having regard to my findings as above, it can safely be held that the departmental enquiry conducted by the Enquiry Officer without following the requirements of legal proof and there is violation of principle of natural justice as the Enquiry Officer arrived at his findings without proving the charges framed against the workman by examining the departmental witnesses as such, the inference drawn by the Enquiry Officer as well as the order passed by the Disciplinary Authority on the basis of said enquiry apparently were not supported by any evidence and the documents relied upon by the Enquiry Officer without any legal proof, however he might be, can under no circumstances be held to be a substitute for legal proof.

The minutes of the proceeding dated 20.3.2001 shows that the Enquiry Officer decided to proceed with the enquiry proceeding and to record argument/submission of the Presenting Officer ex-parte. Accordingly the enquiry was concluded on the same day i.e. on 20.3.2001 ex-parte relying upon the submission and argument of the Presenting Officer in respect of the charges framed against the workman. There is no iota of evidence to show on record as well as the enquiry report dated 20.3.2001 that in order to prove the charges against the workman, the Enquiry Officer had examined the Management witness to prove this case of the Management and the documents relied upon by the Enquiry Officer. It is also found that the vital allegations against the workman is defalcation of money of the bank collected by the workman from the account holders and did not deposit the same to the bank maintaining the cash and scroll Register etc. But neither the account holder nor the record of the bank was proved in the enquiry proceeding. The Enquiry Officer also gave much stress on the purported confessional statement made in his letter dated 2.8.2000 by the workman addressed to the Branch Manager of Dobok Branch confessing that he had committed irregularities in 71 S.B. Accounts and loan Accounts but in course of the enquiry, the Enquiry Officer has not examined any of the witnesses nor even he asked the workman at any point of time, that whether the workman was ready to confess his guilt. Even in course of the proceeding before this Tribunal the workman alleged that he did not make any confession voluntarily and some other bank officials wrote this alleged letter of confession and he was compelled to put his signature thereon under life threat.

9. The management in order to establish their plea as regards confessional statement produced the copy of the purported confessional statement but they did not adduce any evidence in order to prove the alleged confession made by the workman. It is the established principle of law that the Enquiry Officers discharging the function of quasi judicial proceeding is to make proper scrutiny and to take all care and cautions taking into

consideration the supporting legal evidence in order to test whether confession is free, voluntary, uninfluenced and spontaneous; and to rely upon the confessional statement to arrive at a just and reasonable decision of a case. But the Enquiry Officer acted upon the purported confessional statement on being presented by the Presenting Officer. In his report in the concluding paragraph the Enquiry Officer mentioned that the enquiry proceeding was concluded on 20.3.2001 ex-parte due to the reason as explained herein and due to the non receipt of any written brief/statement from the C.S.E, he hereby submit his report/findings of the enquiry. On scrutiny of the order of the Disciplinary Authority marked as Exhibit-L it is mentioned at para-4 at page 3 that the workman has not submitted any reply to the charge sheet framed against him while the order dated 4.7.2003 in the matter of appeal preferred by the workman against the order passed by the Disciplinary Authority on 24.3.2003 marked as Exhibit-N, it appears that the Appellate Authority has considered the reply of the workman to the charge sheet was considered by the Disciplinary Authority and the same was found unsatisfactory and hence, the departmental enquiry was ordered. Thus it appears that there is contradictory statement as regards statement of the reply to the charge sheet dated 1.12.2000 filed by the workman which vitiate the authenticity and credibility of the statement of the Appellate Authority and the Disciplinary Authority as well as the Enquiry Officer resulting in growth of sufficient scope of doubt as to the enquiry proceeding and its findings against the workman. But the Disciplinary Authority passed his order dated 24.3.2003 accepting the report of the Enquiry Officer proposed punishment against the workman holding the charge Nos.1,2,3 and 4 framed against the workman vide Exhibit-16(1). The enquiry report also shows that the copies of the proceeding dated 20.3.2001 was sent to the workman at his recorded residential address by registered post with A/D and another through Under Certificate of Posting and by ordinary post but the workman clearly mentioned that he has not received any copy of the report and findings of the enquiry proceeding and the Management also has not been able to prove that the enquiry report along with its findings was actually received by the workman. The workman preferred a Writ Petition being No. W.P.(C) 2980 of 2001 before the Hon'ble Gauhati High Court challenging the validity and legality of the departmental enquiry conducted by the Enquiry Officer Mr. J.N.Sharma on the charges framed against the workman wherein the punishment was proposed against the workman without supplying the copies of report and the findings of the enquiry proceeding to the workman and it was established in the Hon'ble High Court that the copy of enquiry proceeding along with findings was not furnished to the workman before proposing the punishment by the Disciplinary Authority and accordingly the notice dated 12.4.2001 vide Exhibit-12 issued by the Disciplinary Authority proposing the

punishment was quashed with direction to continue the departmental proceeding against the Writ petitioner from the stage of furnishing the report of enquiry vide Exhibit-13. The Hon'ble Guwahati High Court in their judgment and order dated 18.11.2002 passed in W.P.(C) No.2980 of 2001 besides quashing the notice dated 12.4.2001 issued by the Management to the workman declaring the same as void and illegal ordered for continuation of the departmental proceeding against the workman from the stage of quashing the report of enquiry entrusted the Disciplinary Authority the responsibility to consider the question of validity of the enquiry on the ground that it was held ex-parte. The workman also vide his letter dated 3.1.03 vide Exhibit-15 submitted before the Disciplinary Authority about his objection against the validity of the entire enquiry proceeding being held ex-parte. However, the Disciplinary Authority ignored the objection raised by the workman & the Appellate Authority also failed to consider this aspect of enquiry proceeding; and thereby the Management of the Bank has not complied with the judgment and order of the Hon'ble High Court violating the principle of natural justice.

10. In pursuance of the Hon'ble High Court's order dated 18.11.2002 as aforesaid the Management furnishing the copy of the enquiry report along with its findings asked the workman for submitting his comment vide Exhibit-14, while the workman vide his letter mentioned that he had already explained in his letter dated 01.12.2000 in reply to the charge and he denied the charge levelled against him alleging that the enquiry was held in his absence and the findings arrived at in the said enquiry is biased one vide Exhibit-15. In this connection personal hearing was taken by the Disciplinary Authority which was proved by the management witness No.1 vide Exhibit-K. On scrutiny of the Exhibit-K i.e. personal hearing of the workman recorded in writing held on 24.1.2003. It is found that the hearing was taken in presence of Golap Kalita, Chief Officer, Regional Office, Guwahati, Smti Leena Das, D.C.O, Regional Office Guwahati and Sri Matiur Rahman (the workman), wherein the signature of Sri Golap Kalita, Smti Leena Das and Sri Matiur Rahman appear to have been made on the personal hearing but there is no signature of the Disciplinary Authority as to the recording of personal hearing of the workman.

The workman after receiving the final order dated 24.3.03 from the Disciplinary Authority preferred an appeal before the Appellate Authority on 7.5.2003 but the Appellate Authority disposed of the appeal agreeing to the order of the Disciplinary Authority on 4.7.03 after taking hearing on 3.7.03 i.e. after lapse of about 2 months which should have been disposed of within 30 days as per the requirement of Standing Order of the Bank i.e. Bipartite Settlement. On perusal of the order of appeal dated 4.7.03 passed by the Appellate Authority it is revealed that the Appellate Authority has mentioned that the reply of the

workman dated 1.12.2000 to the charge sheet was considered by the Disciplinary Authority and the same was found unsatisfactory while both the Enquiry Officer and the Disciplinary Authority in their reports have mentioned that the workman did not submit any reply to the charge sheet. He also mentioned that reasonable and ample opportunity was given to the workman to enable him to attend the enquiry, and the record does not reveal any serious illness of the workman that could compel not to attend the enquiry, rather the action of the workman indicated that he avoided to present on the enquiry on one pretext or another and therefore the enquiry was held ex-parte but the prayer for adjournment of enquiry submitted by the workman as mentioned above has not been taken into consideration. Although in the said order the Appellate Authority has mentioned that the Disciplinary Authority adequately discussed the question of validity in the ex-parte enquiry proceeding as per the order of the Hon'ble High Court but there is nothing on record to show that the prayer of the workman on adjournment on medical ground was considered by the Enquiry Officer/Disciplinary Authority in the light of the judgment and order of the Hon'ble High Court. The personal hearing of the workman before the Appellate Authority in presence of Mrs. Leena Das, Dy. Chief Officer recorded in writing vide Exhibit-M is found to be not signed/authenticated by the Appellate Authority. Further the findings of the Appellate Authority is found to be not supported by reason and hence, the action of upholding the order of the Disciplinary Authority by the Appellate Authority by passing such a cryptic order which involves the career of an employee is a glaring example of violation of natural justice. In this connection I am to rely upon the decision of Hon'ble Supreme Court in Roop Singh Negi - vrs-Punjab National Bank & Ors reported in (2009) 2 SCC 570 wherein it was observed :

“Indisputably, a departmental proceeding is a quasi judicial proceeding. The Enquiry Officer performs a quasi judicial function. The charges leveled against the delinquent officer must be found to have been proved. The enquiry officer has a duty to arrive at a finding upon taking into consideration the materials brought on record by the parties. The purported evidence collected during investigation by the Investigation Officer against all the accused by itself could not be treated to be evidence in the disciplinary proceeding. No witness was examined to prove the said documents. The management witnesses merely tendered the documents and did not prove the contents thereof. Reliance, inter alia, was placed by the Enquiry Officer on the FIR which could not have been treated as evidence. We have noticed hereinbefore that the only basic evidence whereupon reliance has been placed by the Enquiry Officer was the purported confession made by the



appellant before the police. According to the appellant, he was forced to sign on the said confession, as he was tortured in the police station. Appellant being an employee of the bank, the said confession should have been proved. Some evidence should have been brought on record to show that he had indulged in stealing the bank draft book. Admittedly, there was no direct evidence. Even there was no indirect evidence. The tenor of the report demonstrates that the Enquiry Officer had made up his mind to find him guilty as otherwise he would not have proceeded on the basis that the offence was committed in such a manner that no evidence was left”.

11. In view of my above discussion and findings arrived at and having regard to the ratio of the judgment and order passed by the Hon'ble Supreme Court as discussed above, it can safely be opined that the enquiry held against the present workman is full of defects and irregularities and there is clear violation of natural justice. As a result, it is held that the findings of the enquiry against the workman and the order of the Disciplinary Authority as well as the Appellate Authority are improper, illegal and is liable to be set aside. Accordingly this reference is answered in negative i.e. the action of the Management of the UCO Bank in dismissing Md. Matiur Rahman (the workman) Ex-Clerk-cum-Assistant Cashier with effect from 24.3.2003 is illegal and not justified and the workman is entitled to be reinstated. Considering the facts and circumstances of the case and taking into account the absence of the workman from his duty, I find it wise to hold that the workman is entitled to 50% of the monthly gross salary which he could draw if he would be in service.

Given under my hand and seal of this Court on this 28th day of March, 2014.

Send the Award to Government immediately as per procedure.

L. C. DEY, Presiding Officer

नई दिल्ली, 22 मई, 2014

**का.आ. 1558.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार परादीप पत्तन न्यास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 46/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/05/2014 को प्राप्त हुआ था ।

[सं. एल-38011/2/2007-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 22nd May, 2014

**S.O. 1558.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Paradip Port Trust and their workmen, received by the Central Government on 22/05/2014.

[No. L-38011/2/2007-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT:

Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar

#### INDUSTRIAL DISPUTE CASE NO. 46/2007

Date of Passing Award - 31st December, 2013

#### BETWEEN:

The Secretary, Paradip Port Trust,  
At./Po. Paradip, Dist. Jagatsinghpur  
...1st Party-Management

#### AND

The General Secretary, Paradip Port  
Workers Union, Badapadia, Paradip Port,  
Dist. Jagatsinghpur ...2nd Party-Union

#### APPEARANCES:

Shri S.N. Mishra, : For the 1st Party-  
Traffic Officer Management

Shri Ananta Kr. Das : For the 2nd Party-  
General Secretary Union

#### AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the management of Paradip Port Trust and their workmen in exercise of the powers conferred by clause (d) of sub-section (I) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide letter No. L-38011/2/2007-IR(B-II), dated 29.11.2007 in respect of the following matter :—

“Whether the action of the management of Paradip Port Trust, Paradip providing job of Signalmen on rotation basis to 74 workmen only out of 368 empanelled Signalmen (list enclosed) is legal/or

justified? If not, what relief the workmen are entitled to?”

2. The General Secretary of the 2nd Party-Union espousing the cause of the workmen has filed the statement of claim. The allegations, put in short, are that the disputant workmen are in mazdoor category whose pay scales or wages are identical to the wages of signalmen. They are listed workers under a scheme known as Paradip Port Cargo Handling workers (Regulation of Employment) Scheme, 1979 along with other categories of cargo handling workers and were placed in the main list. 96 posts of signalmen including five for SC & ST were earmarked in the H.P.C. Report according to requirement of the Port at that time. Out of those 96 signalmen posts, 29 posts had fallen vacant due to promotion, retirement or death. Instead of filling those vacant posts on permanent basis and increasing the same to meet the additional requirement, a new dubious method was devised to create a panel of qualified mazdoors for booking as signalmen. A trade test was conducted between 15.3.2004 to 13.5.2004 in which 368 mazdoors had cleared the trade test for empanelment as signalmen and their names were published on 7.7.2004. The Traffic Department of the Port prepared a list of only 74 mazdoors out of the aforesaid 368 qualified mazdoors for booking as signalmen as and when required. This list was published on 6.1.2005 ignoring the seniority of the main list of 1979 Scheme as well as the serial number/seniority of those who cleared the trade test as per list published on 7.7.2004. The said list of 74 mazdoors was not prepared in order of merit, but on the basis of favouritism and partiality which was detrimental to the interest of senior mazdoors who had also qualified the trade test. The affected and left out 215 mazdoors out of 368 qualified mazdoors, who were seniors, collectively protested by a joint representation made to the Traffic Manager against the illegal and unfair act of the Management. They demanded booking of all the 368 mazdoors who had cleared the trade test on rotation basis without any discrimination. Pursuant to the aforesaid protest discussion was held on 4.10.2005 between the Traffic Manager and the representative of the Union. After further discussion on 4.11.2005 it was agreed that the Port will work out a modality by which all trade test qualified mazdoors can be offered booking as signalmen on rotation in three groups. The Traffic Manager without suggesting any modality simply prepared an agenda wherein he got his unilateral selection of the impugned list of 74 mazdoors approved by the Board. The said Board also acted mechanically without applying their mind on the fraudulent concealment of vital aspect of the dispute by the Traffic Manager. It has not been clarified as to how and who determined the merit of the 74 mazdoors of the impugned list. Besides, in the matter of selection or promotion of Class-IV employees, in which the disputant workmen have been placed, the criteria is seniority-cum-merit and

therefore the Management is not entitled to introduce merit as the sole basis of selection. The Board of Trustees were mislead and given to approve the agenda mechanically which the Traffic Manager prepared without any discussion or deliberation by concealing the subsequent negotiations and agreements made in the months of October and November, 2005. The disputant workmen being permanent employees of Paradip Port Trust belonging to Class-IV category are governed by the Paradip Port (Recruitment, Seniority and Promotion) Regulation of 1967 in which the criteria for promotion and selection has been prescribed as senior-cum-merit. The seniority factor has been totally ignored in making the impugned selection of 74 workmen. The letter dated 12.12.1996 of the Traffic Manager reiterates that “the seniority list of cargo handling employees published in the main list according to which booking was offered at the call stand, shall be deemed to be the seniority list for all purposes”. In case of promotion/selection to other category, promotee shall be placed below the existing category depending upon the category to which they have promoted/selected. The 2nd Party-Union has demanded creation of additional posts of signalmen and filling up of the vacant posts, adjudication of all matters incidental to the present dispute restraining the Management from adopting unfair labour practice and empanelling the mazdoor for booking as signalmen declaring the impugned selection list of 74 mazdoors as illegal and inoperative and affording equal opportunity to all the 368 empanelled mazdoors to work as signalman on rotation basis.

3. The 1st Party-Management in its written statement has stated that the cargo handling workers are governed under a scheme called Paradip Port Cargo handling Workers (Regulation of Employment) Scheme, 1979. There is no elaborate provision under the scheme of 1979 to follow recruitment rules for filling up the vacancies and promotion to the cargo handling workers. The Port Trust, as a matter of practice, had empanelled signalmen from amongst the mazdoors in the past. Since Cargo Handling Scheme has provided such empanelment after trade test and as per practice in vogue, the Port Trust has decided to conduct trade test for empanelment of signalmen. The necessity of such empanelment arose due to increased demand of Signalmen to meet the requirement of large number of vessels arriving at the port with cranes which require engagement of signalmen. Therefore the port invited applications from amongst the interested Signalmen and Mazdoors, who enjoyed the same pay scale, to appear in the trade test for empanelment as Signalmen. The strength of the Mazdoors under the cargo handling Scheme was 793 out of which 400 mazdoors filed applications to appear in the trade test for Signalmen. From amongst the 400 applications 368 mazdoors were found to have cleared trade test as per the report of the Trade Test Committee. Trade Test result was published on 7.7.2004.



The list of successful mazdoors who cleared the test was prepared on merit i.e. as per marks secured in the Trade Test. As such the allegation of the Union that the list of 368 mazdoors was published adopting dubious method is not based on facts and hence denied. The strength of signalmen at that time was reduced to 62 as against the requirement of 136 Signalmen. Accordingly 74 mazdoors were selected from the merit list. First 61 mazdoors were empanelled from the General Category and first ten mazdoors were taken from the S.C. category and first three mazdoors were taken from the S.T. category for empanelment of 74 mazdoor Signalmen. The list of empanelled mazdoors was published on 6.1.2005. The seniority of the mazdoors was decided to be the seniority according to which booking is offered to them. Thus no clandestine method was adopted by the Port in preparation of the list of 74 mazdoors. The workers whose names were found in the trade test list from Serial 1 to 66 were taken from the general category with exception that the workers, who are re-deployed in other department of the Port under the re-deployment scheme are not considered for empanelment as they were expected to be absorbed in the department of their deployment. However, the matter was discussed with the Union and accordingly five mazdoors were empanelled as Signalmen as per settlement increasing the strength to 79. The names of 74 workers in the select list have been arranged as per their seniority in their respective group. In order to maintain an industrial harmony the issue was discussed with the Union, controlling the workers, on 4.11.2005 and it was agreed that since there is additional requirement of Signalmen beyond the 74 empanelled list a modality will be worked out to see that the workers who cleared the trade test can be offered booking as Signalmen. Accordingly a modality was worked out and placed before the Union on 25.11.2004 but the Union raised industrial dispute before the Assistant Labour Commissioner (Central), Bhubaneswar and after prolonged discussion a settlement was signed on 5.1.2006, wherein it was decided that the Port would seek the approval of the Trust Board for 74 trade test passed mazdoors empanelled as Signalmen, the Port would keep in abeyance booking/engagement of these 74 mazdoors till approval of the Board and minutes drawn by the Port on 4.11.2005 and the modalities worked out and discussed with the Union was acceptable to both the parties. Later the empanelment of 74 plus 5 mazdoors as the mazdoor Signalmen was ratified and approved by the Board and the booking of 74 mazdoor Signalmen, which was stopped on 6.1.2006 was restored and as per modality worked out on 25.11.2005 the left out 186 workers were offered booking of mazdoor-Signalmen in rotation whenever there is any additional requirement of Signalmen beyond 74 empanelled mazdoors Signalmen. Since the category of these Signalmen is technical and carries higher responsibility, promotion cannot be accorded on the same principle as applicable to the regular employees and also because all

mazdoors are not interested for empanelment in the category of Signalmen. As no vacancy existed on the date of filling up of the posts of Signalmen, apprehension of the workmen regarding unfair labour practice is imaginary. The empanelled workers will be considered for regularization in due course after observing necessary formalities as required under the Port trust Rules. Unlike regular employees promotion of mazdoors to the category of Signalmen cannot be taken into consideration as per serial according to which booking is offered to them. The claim of the workmen to use the list of 368 mazdoor for empanelment of Signalmen is also not clear. The list of 74 workers was prepared from the list of 368 workers, who cleared the trade test as per the merit list submitted by the trade test committee.

4. The 2nd Party-Union in its rejoinder has submitted that the basic norm of seniority has been totally ignored in empanelling 74 mazdoors out of 368 selected mazdoor-Signalmen by-passing the provisions of Paradip Port Employees (Recruitment, Seniority and promotion) Regulations, 1967 and Clause-12 of the 1979 Scheme. The list of 74 empanelled mazdoors does not indicate the signature of the trade test committee nor shows any marks secured by the mazdoors in the said trade test. Clause-12 of the Cargo Handling Scheme, 1979 gives primacy to the seniority when all other criteria are fulfilled. The new method dubiously and arbitrarily adopted by the Traffic Manager has deprived the workmen from getting equal treatment ignoring their inter-se seniority as mazdoors. It has been falsely alleged that the statutory regulations as applicable to regular employees of the Port were not applicable to the cargo handling workers till 25.1.2005 as the empanelment was carried out before 25.1.2005. As the list prepared by the Traffic Manager was placed for approval before the Board on 27.1.2006 these mazdoors were the regular mazdoors of Paradip Port. As such the provisions of Paradip Port Employees (Recruitment, Seniority and Promotion) Regulations, 1967 was applicable to them. Rule 16 of the Regulations shows that "the names of employees shall be arranged according to the order of merit adjudged by the department promotion committee and selection list so prepared shall be utilized for filling in vacancies likely to be arisen during the course of the year, and while adjudging the merit of an employee due regard shall be given to his seniority also". That being the position there was no scope for the Traffic Manager or the Board of Trustees to ignore the inter-se seniority of the 368 mazdoors, who had qualified the trade test. Instead of preparing modalities as per settlement, the Traffic Manager in a clandestine manner issued the list of 74 mazdoors and submitted the same to the Board of Trustee suppressing the legal provisions. The required select list of 74 mazdoors was to be prepared on the basis of their inter-se-seniority only or all should have given booking as Signalman on rotation basis in order of their seniority.

5. On the pleadings of the parties following issues were framed.

### **ISSUES**

1. Whether the reference is maintainable?
2. Whether the management is justified in providing job on rotation basis limiting it to 74 workers instead the total empanelled workers numbering 368?
3. If not, what relief the workmen are entitled to?

6. The 2nd Party-Union has examined Shri Lingaraj Parida as W.W.-1 and Shri Ananta Kumar Das as W.W.-2 and relied on eight documents marked as Ext.-1 to 8, whereas the 1st Party-Management has examined Shri K.K. Sahu, Deputy Traffic Manager Paradip Port Trust as M.W.-1 and relied on four documents as stated in his sworn affidavit.

### **FINDINGS**

#### **ISSUE NO.1**

7. This issue has superfluously been framed as no pleading in this regard has been raised by the 1st Party-Management in its written statement. Even on going through the pleadings no case of maintainability of the reference is made out. Hence this issue is struck off.

#### **ISSUE NO. 2**

8. Apparently there is no dispute between the parties with regard to the fact that only 74 mazdoors were empanelled for booking as Signalmen out of the 368 trade test passed mazdoors. But the bone of contention is that the list of 74 empanelled mazdoors has been prepared arbitrarily in an unfair manner without following the norms of seniority-cum-merit. The 1st Party-Management has alleged that the list of 74 empanelled mazdoors has been prepared according to merit in the trade test. But the contention of the 1st Party-Management stands shattered at the moment when it states that first 61 mazdoors were empanelled from the general category, first ten mazdoors were taken from the se category and first three mazdoors were taken from the ST category for empanelment of 74 mazdoor-Signalmen. There is no proof on record that the select list of 368 trade test mazdoors has been prepared in order of merit i.e. on the basis of the marks secured in the trade test. Simply by saying that the select list of 368 mazdoors was prepared on merit it cannot be accepted unless it is shown by some positive and unflinching evidence that the said list was prepared in order of merit. Therefore the said select list casts doubt as to the arrangement of names of the mazdoors in order of merit. The rule of transparency requires that the marks obtained by the selected mazdoors should have been made known to all concerned so that there may not arise any occasion of discontentment amongst the affected mazdoors. The

office order dated 7.7.2004 marked as Ext.-1 reads out that the names of successful workers have been arranged in order of merit for empanelment as Signalmen, but non-disclosure of marks obtained by each worker raises doubt as to its authenticity and truthfulness.

9. The other point of discontentment among the mazdoors of the 2nd Party-Union is that why only 74 workers have been empanelled as Signalmen out of 368 selected mazdoors whereas all should have been given booking as Signalmen on rotation basis in order of seniority. Their grievance is that their inter-se seniority has not been taken into account while preparing the list of 78 mazdoors empanelled for booking as Signalmen. From the very outset the 1st Party-Management has been consistently saying that the posts of mazdoor and Signalmen carry equal wages or scale of pay and empanelment of mazdoors for booking as Signalmen is not promotion to higher post. From the side of the 2nd Party-Union Clause-12 of the Cargo Handling Workers Scheme of 1979 has been relied upon wherein it has been stated that the vacancy other than a casual vacancy in any class of workers in the pool shall ordinarily be filled by promotion of workers from the next lower class. The criteria for promotion shall ordinarily be (a) seniority (b) merit and fitness for the work in the class to which promotion is to be made (c) record of past service (d) suitability for work in the class to which he is to be considered for promotion. The suitability shall be determined by trade test as may be notified by the administration.

10. The contents of clause-12 thus show that it applies only in case of promotion. The empanelment of mazdoor as Signalmen is not a promotion. Hence the provision of this clause cannot be applied to the present dispute.

11. Barring apart the seniority the 2nd Party-Union has pleaded that all 368 selected mazdoors should be given booking as signalman on rotation basis in order of merit in the trade test. As has been found earlier the list of 368 trade test passed mazdoors has not been prepared in accordance with merit i.e. on the basis of marks obtained in the trade test because list of successful cargo handling workers, who passed the trade test for booking as signalman does not bear the marks obtained by each of them and no reasons have been assigned as to why only 74 empanelled mazdoors were provided booking as signalman while all of them have successfully passed the trade test.

12. The 1st Party-Management has submitted that the rotation of work between 74 mazdoors is a management decision and the Management has exercised this prerogative on the basis of demand and shortfall of work at the port which is again related to vessel calling/nominations at the port. It has further mentioned that the

2nd Party-Union has signed a tripartite settlement dated 5.1.2006 with the port in which it has agreed that as and when the work demand exceeds 74, additional mazdoors will also be taken on rotation basis. The port trust has implemented the decision as and when there is excess demand. But this argument does not seem to be rational as only 74 empanelled mazdoors will every time get benefit if the requirement does not exceed and rest of the selected mazdoors will get booking as signalman only when there is excess demand. Therefore, in my view, the Management is not justified in providing job on rotation basis to only 74 empanelled workers instead of the total 368 empanelled workers. In tripartite settlement dated 5.1.2006 it was agreed that the modalities worked out and discussed with the Union will be implemented. But they do not give equal opportunity to all the 368 selected workers for booking as signalman turn by turn on rotational basis according to the requirement of signalman. Because of that the principle of equal opportunity and equal treatment as well as adherence to the legal procedure could not be followed. In the aforesaid premises it cannot be held that the Management is justified in providing job on rotation basis limiting it to 74 workers instead of total 368 empanelled workers. This issue is decided in the negative and against the 1st Party-Management.

### ISSUE NO. 3

13. The 2nd Party-Union has claimed several reliefs in its statement of claim, but limiting it to the schedule and scope of the reference the 2nd Party-Union is only entitled to the relief of declaration of impugned selection list of 74 workers as invalid and in-operative and it is so declared, and also for getting booking as signalman of all the 368 selected workers according to merit i.e. on the basis of marks obtained in the trade test on rotation basis. The 1st Party-Management shall provide booking in the above lines to all the 368 selected workers as signalman as per requirement.

14. The reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 मई, 2014

**का.आ. 1559.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 03/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/05/2014 को प्राप्त हुआ था।

[सं. एल-17012/156/90-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 22nd May, 2014

**S.O. 1559.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Life Insurance Corporation of India and their workmen, received by the Central Government on 22/05/2014.

[No. L-17012/156/90-IR (B-II)]

RAVI KUMAR, Section Officer

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT BHUBANESWAR

### PRESENT :

Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

**Tr. INDUSTRIAL DISPUTE CASE NO. 3/2001**

**Date of Passing Order - 27th December, 2013**

(Lok Adalat)

### BETWEEN

The Branch Manager, Life Insurance Corporation of India, Uditnagar Branch Office, Rourkela - 12, Sundargarh.

...1st Party-Management.

### AND

Their workman Shri Ashok Kumar Mishra, Ex-Substaff, C/o Shri U.N. Mishra, Qr. No. C/197, Sector-18, Rourkela- 03, Sundargarh.

...2nd Party-Workman.

### APPEARANCES :

None : For the 1st Party-Management.

Shri Ashok Kumar Mishra, : For Himself.  
2nd Party-Workman. 2nd Party Workman.

### ORDER

Case taken up today before Lok Adalat. None has turned up for the 1st Party-Management. The 2nd Party-workman is present in person. He states that he had earlier filed a memo on 18.4.2012 stating that he does not want to proceed with the case, as he had been given appointment to the post of Peon by the 1st Party-Management. The case was then fixed for further orders.

2. Today the 2nd Party-workman reiterates his stand and has drawn my attention towards his petition dated

9.12.2013 in which he wanted to close his case as he did not want to proceed further. Accordingly the case is deemed to have been closed as per his memo dated 18.4.2012 and petition dated 9.12.2013 and he is permitted to withdraw it.

3. The reference is decided as withdrawn.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 मई, 2014

**का.आ. 1560.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 102/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/05/2014 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 22nd May, 2014

**S.O. 1560.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 102/2005) of the Central Government Industrial Tribunal/Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 22/05/2014.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

#### PRESENT:

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 5th day of March, 2014

**INDUSTRIAL DISPUTE L.C. No. 102/2005**

#### BETWEEN

Smt. Vankara Lalitha Kumari,  
W/o Vankara Ramarao,  
C/o M/s. K. Balakrishna, Advocates,  
Seven Hills, 45.50.20, Abidnagar,  
Akkayyapalem,  
Visakhapatnam. . . . . Petitioner

#### AND

1. The Zonal Manager,  
Appellate Authority,  
M/s. Bank of India, Zonal Office,  
Visakhapatnam.
2. The Chief Manager & Disciplinary Authority,  
Visakhapatnam Zone, Bank of India,  
Visakhapatnam Zonal Office, Visakhapatnam.  
. . . Respondents

#### APPEARANCES:

For the Petitioner : Sri K. Balakrishna,  
Advocate

For the Respondents : M/s. S. Surya Prakasa  
Rao & S. Pavan Nandan,  
Advocates

#### AWARD

Smt. Vankara Lalitha Kumari, the workman has filed this petition invoking Sec.2A(2) of Industrial Disputes Act, 1947 seeking for setting aside the order of the 2nd Respondent dated 30.12.2004 which was merged with the orders of 1st Respondent dated 12.5.2005 declaring the action taken is contrary to fair play, arbitrary, unlawful, illegal, capricious, victimization, an unfair labour practice and also unreasonable and unjustified and thus, unsustainable and further to pass consequential orders directing the Respondents/Management to reinstate the workman into service with all attendant benefits including the back wages in full and also continuity of service from the day on which she was terminated from services till she is reinstated and also cost of Rs.1 000/-.

2. The averments made in the petition in brief are as follows:

Petitioner hails from a reserved community. She was appointed as clerk cum typist of the Respondent bank with effect from 26.9.1974 and she worked with the said bank for 16 years in the said capacity maintaining absolute devotion to duty and integrity. During 2004 private parties got some litigation against her speculatively to have wrongful gain fraudulently under Negotiable Instruments Act and the said petitions were dismissed. But she was victimized reducing her rank as clerk. As though she fabricated some documents relating to her pay particulars to avail finance from M/s. Sundaram Home Finance Limited, Visakhapatnam. Another chargesheet was issued by the 2nd Respondent in the year 2004 followed by a hush-hush enquiry in derogation of the principles of natural justice and reasonable opportunity. There was no fault which can be found or attributed to her. It was all the mischief played by the third party without the knowledge of the workman. In spite of the facts borne on record Disciplinary Authority arbitrarily passed an order dated 13.12.2004 which was communicated to the Petitioner on 6.1.2005. Aggrieved by it Petitioner carried an appeal to



the 1st Respondent. 1st Respondent held personal hearing on 26.2.2005 and later passed order dated 12.5.2005 rejecting her appeal without giving due weight to her submissions and thereby confirming the order of the 2nd Respondent. Thus, the petition.

3. Respondents/Management filed their counter with the averments in brief as follows :

The workman has filed writ petition No.11778 of 2005 before the Hon'ble High Court of A.P. and the same is pending. Respondent bank received a letter from Assistant Manager, Operations of M/s. Sundaram Home Finance Limited, requesting the Respondent bank authorities to verify the documents submitted to them by the workman in connection with her application for sanction of house loan of Rs.3,62,698. During the course of verification it came to the notice of the bank that Petitioner has submitted fake/forged salary slip and statement of account. While her actual salary for the month of November, 2003 was 11,381.76 ps. (gross) and 4,974.65 ps. ( take home salary), she fabricated the salary slip showing Rs.15,274.18 ps. and Rs.12,374.34 ps. as her gross and net salaries respectively. She also fabricated the statement of account submitted to the above said company showing the inflated credit of Rs.12,374.34 ps. towards the salary of each month from January, 2003 to November, 2003. This statement was prepared with altogether wrong figures in different format and account number was also suppressed. She resorted to the said acts of manipulation and tampering of the bank documents with ulterior motive to obtain loan by foul means from M/s. Sundaram Home Finance Limited, Visakhapatnam. Management issued a memo to the workman seeking her explanation. She submitted her reply on 26.3.2004. As the explanation was not found satisfactory and charge memo was issued to her. An Enquiry Officer was appointed on 9.6.2004 to enquire into the allegations made in the charge memo. Simultaneously a charge memo was issued to another staff member namely Sri G. Suresh Babu, who has signed the fabricated salary slip containing inflated figures in respect of gross and net salary of the workman. The Enquiry Officer held a common enquiry against the present workman and Sri G. Suresh Babu. The workman participated in the enquiry and a defence representative represented her in the proceedings of the enquiry. Presenting Officer and the Defence Representative submitted their respective written briefs to the Enquiry Officer. The Enquiry Officer submitted his report to the Disciplinary Authority finding the charges against the workman were proved. Copy of the said findings of the Enquiry Officer was furnished to the workman on 29.1.2004. A show cause notice proposing punishment of compulsory retirement from service was also issued to her on 23.11.2004. An opportunity of personal hearing was given to her and to her defence representative by the Disciplinary Authority and they availed the same. After

examining the evidence on record, the enquiry report and submissions of the workman the Disciplinary Authority imposed the punishment of compulsory retirement on 30.12.2004. The workman preferred an appeal on 13.2.2005 against the said order. The Appellate Authority also gave opportunity of personal hearing to the workman and her defence representative. After considering the entire evidence on record and the grounds raised by the workman the Appellate Authority confirmed the order of punishment by his order dated 12.5.2005. Sri G. Suresh Babu against whom common departmental enquiry was held along with the Petitioner was also imposed punishment of compulsory retirement. He filed WP No.907 of 2005. The Hon'ble High Court of A.P. dismissed the said writ petition on 5.2.2005 observing that a proper opportunity was given to him. He as well as the workman herein both were given proper opportunity to defend their cases before the Enquiry Officer, Disciplinary Authority as well as Appellate Authority. They all applied their minds while taking the decisions. There was no irregularity in the proceedings. There is no valid ground or grievance to file this case. The punishment imposed was commensurate with the gravity of charge. Absolute integrity is required to be observed to the employees of bank in discharge of their duties. The workman was guilty of misconduct. There are no grounds to interfere with the matter of punishment imposed against her. The workman is not entitled to any of the reliefs prayed for. This petition is liable to be dismissed without costs.

4. To substantiate the contentions of the Petitioner/workman she examined herself as WWI and got marked Ex.W1 to W3. Ex.W1 is the copy of appeal dated 13.2.2005. Ex.W2 is the minutes of personal hearing of the 1st Respondent and Ex.W3 is the appellate order dated 12.5.2005. Workman also got examined WW2 an ex. Employee of the Respondent bank. On behalf of the Respondents/Management MW1 was examined and Ex.M1 to M19 were marked.

5. Heard the arguments of either party. Written arguments are also filed for either party and the same are considered.

6. The points arise for determination are :

- I. Whether the impugned orders dated 30.12.2004, 12.5.2005 are liable to be set aside? If so, on what grounds ?
- II. To what reliefs Petitioner is entitled to?

#### 7. Point No. I :

As can be gathered from the pleading of the Petitioner/workman, she got no dispute or grievance against the manner of issuing of chargesheet. But, she got . grievance against the enquiry conducted against her. The grievance expressed by her with this regard is

that, “a hush hush enquiry in derogation of the principles of natural justice and reasonable opportunity”. Thus, it is the claim of the Petitioner that there was no reasonable opportunity granted to her during the departmental enquiry. Whereas it is the contention of the Management that a due opportunity was granted to the Petitioner during the departmental enquiry proceedings and that she and her defence representative duly participated in the departmental enquiry and her defence representative has submitted a written brief also to the Enquiry Officer which were all considered by the Enquiry Officer while giving his findings.

8. Now, it is to be verified from the record, whether due opportunity has been given to the Petitioner during the departmental enquiry proceedings. In this context the evidence of Petitioner as WW1 and also the evidence of MW1 are to be considered apart from the documentary evidence adduced on record. As to the evidence of WW2 is concerned, evidently he being an Ex.employee of the bank a person who got no personal knowledge of the departmental enquiry proceedings, his evidence is immaterial to the dispute on hand. Further, he claimed that he was at Chennai at the time of departmental enquiry and he stated that he got no personal knowledge of the various material aspects of the case like, previous punishments the Petitioner has suffered etc.

9. As to the evidence of the Petitioner as WW1 is concerned, a reading of her chief examination affidavit shows that according to her the violation of principles of natural justice and denial of reasonable opportunity to her mean non-conduction of preliminary enquiry by the Enquiry Officer, failure on the part of the Enquiry Officer to explain to the Petitioner the opportunity that she can avail. She further claimed that without the assistance of defence representative the Enquiry Officer examined the witnesses and no opportunity was extended to cross examine the witnesses.

10. Whereas, a perusal of the enquiry proceedings filed before this court, which are marked as Ex.M7 to M10 clearly show that charges were properly explained to the workman by the Enquiry Officer and further her right to have a defence representative also has been enlightened to her. She sought for 15 days time to secure the defence representative and some time was also granted to her. But, as she failed to secure the presence of the defence representative within the time granted to her, the Enquiry Officer proceeded with examining the witnesses produced for the Management but later when the workman has secured the presence of the defence representative and when the said defence representative requested for an opportunity to cross examine the witnesses examined for Management, the Enquiry Officer has afforded the same. This material on record, further discloses that all the Management witnesses were examined in the presence of

the workman only. After conclusion of the adducing of evidence by both the parties during the departmental enquiry both the Presenting officer as well as the Defence Representative have submitted their respective written briefs before the Enquiry Officer. Ex.M12 discloses the same. The various contentions raised for the defence in the written brief submitted by the defence representative have been discussed by the Enquiry Officer in his enquiry report and he has given a well reasoned award.

11. As can be seen from these documents it can not be said that opportunity was not given to the Petitioner/workman during the departmental enquiry. She was informed that she can engage a defence representative she sought for time to engage him. She was granted time but she was informed by the Enquiry Officer that by the dates specified by him she shall secure her defence representative. Evidently she failed to secure that person by that date. Thus, it can not be said that opportunity to secure defence representative was denied to her. It is the failure on her part to secure the defence representative by the appointed date. The record discloses that she defended herself during the absence of defence representative. When she could secure the defence representative and disclose the said fact to the Enquiry Officer he permitted her to take the services of the said defence representative. There after, the defence representative duly assisted the Petitioner during the entire enquiry proceedings. He was allowed to cross examine the witnesses of the Management who were already examined when he made a request for giving such opportunity. In the above discussed circumstances, the contention of the Petitioner that there is violation of principles of natural justice and that she was not afforded due opportunity to have defence representative are all to be held as far from truth.

12. One another important aspect to be noted in this case is that the other chargesheeted employee by name Sri G. Suresh Babu, against whom and the Petitioner herein, a common departmental enquiry was conducted, has approached the Hon’ble High Court of A.P. by way of filing a writ petition and the said writ petition has been dismissed holding that the departmental enquiry conducted has been valid. Petitioner who also filed a writ petition questioning the validity of domestic enquiry has chosen to withdraw the same. The record is borne of all these facts.

13. The facts of the case are that Respondent bank has received a letter from M/s. Sundaram Home finance Ltd., Visakhapatnam requesting the Respondent bank officials to verify the documents which were submitted by the workman to them in connection with her application for sanction of housing loan of Rs.3,62,698. While making such verification, the Respondent bank officials found that the salary slip and the statement of account submitted

by the Petitioner to the said M/s Sundaram Home Finance Limited, were not genuine and that they were fabricated documents containing inflated figures of gross and net salaries but not reflecting the correct figures of the salary being drawn by the Petitioner/workman. As to these aspects are concerned, evidently Petitioner got nothing to say except making a bare denial. How such documents containing inflated figures could have been annexed to her loan application submitted to M/s. Sundaram Home Finance Limited, is a question which is not being answered by the Petitioner. She gave a vague explanation that due to the mischief of third party she was victimised. Who was the said third party and what was the gain to the said third party by creating such documents that too for securing a house loan for the Petitioner are the questions which remained unanswered by the Petitioner. She will be the beneficiary of the house loan but not any third parties as she alone has applied for the house loan and it would be granted to her but not to any third parties. If she got nothing to do with submission of the said documents to the home finance company she would have stated so at the first instance itself and would have denied her applying for any house loan. But it was not so. Evidently she herself has applied for the house loan and submitted the given documents. These facts alone were found during the departmental enquiry and it is very much evident that the documents submitted along with the house loan application were containing fake and inflated figures in respect of the salary of the Petitioner/workman.

14. In view of the discussion of the facts of the case regarding the domestic enquiry conducted in this case held above it can not be said that there is no violation of principles of natural justice during the departmental enquiry. Further, the material on record is clearly disclosing that due opportunity was given to the Petitioner by the Disciplinary Authority while imposing the punishment. The Appellate Authority also has given due opportunity to her and thereafter, by assigning reasons for his findings given his order.

15. Learned Counsel for the Petitioner is contending that since the Enquiry Officer was appointed even before the Petitioner has given her reply to the allegations levelled against her, it amounts to bias and that such proceedings get vitiated. He is relying upon by the principles laid down by the Hon'ble Supreme Court and also Hon'ble High Court of A.P. in various legal pronouncements with this regard. But the fact remains that Petitioner has not chosen to say any where i.e., either in her petition or in her deposition as WWI that she was not given any opportunity to give her explanation to the allegations levelled against her. On the other hand, Ex.M4 shows that an opportunity has been granted to the Petitioner to give her explanation.

16. Further in Ex.M5 an opportunity has been given to give her explanation in writing, in reply to the charges framed against her at the time of the enquiry. This is being

find fault with. But it is the rule as well as practice that while supplying chargesheet to the charge sheeted employee he will be advised to file his written statement before the Enquiry Officer. He files the written statement if he chooses to do so. Further, the Enquiry Officer will be personally enquiring with the charge sheeted employee to know whether he admits the charge or" otherwise and records his answer. This is the procedure to be followed and it has been followed in this case. Thus, the contentions put forth for the Petitioner with this regard are not acceptable.

17. Further, Petitioner is questioning the correctness of the punishment imposed against her by the Disciplinary Authority which was confirmed by the Appellate Authority. It is her contention that no financial loss was caused to the Respondent bank due to her mis-proved misconduct and therefore, the punishment of compulsory retirement imposed against her is disproportionate. This contention can not be accepted for the reason that, the proved misconduct of the Petitioner is her fabricating the salary slip and statement of account showing inflated figures as her salary and submitting such documents to another financial institution seeking for grant of loan to her basing on such documents. This is an action involving moral turpitude. A person who resorted to such action involving moral turpitude can not be asked to be continued in the service of the Respondent bank-which is a financial institution dealing with public monies. Respondent bank which so deals with public moneys and whose business is basing on the faith of the public in their organization, has correctly taken decision to ask the Petitioner to compulsory retire from their service in the interest of public. No doubt, compulsory retirement is not pure punitive action. It will be an action taken in the interest of general public. In this case, considering the proved misconduct of the Petitioner which involved moral turpitude i.e., tampering of the documents, that too, showing as if the same were issued by the Respondent bank reflecting financial transactions between the Respondent bank and the Petitioner, it can not be said that the punishment imposed against the Petitioner is disproportionate in any manner. It is adequate and proportionate punishment. Thus it does not warrant any interference.

18. In view of the fore gone discussion it can safely be held that the impugned orders dated 30.12.2004 and 12.5.2005 passed by the Respondent No.2 and 1 respectively are not liable to be interfered with in any manner.

This point is answered accordingly.

#### **19. Point No. II :**

In view of the finding given in Point No.I it is to be held that Petitioner is not entitled for any of the reliefs sought for.

This point is answered accordingly.

**Result :**

In the result petition is dismissed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant corrected by me on this the 5th day of March, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

**Appendix of evidence**

**Witnesses examined for the Petitioner**

WW : Smt. V. Lalitha Kumari

WW 2 : Sri Varabhatla Venkateswarlu

**Witnesses examined for the Respondent**

MW1 : Sri J. Siva Kumar

**Documents marked for the Petitioner**

Ex.W1 : Photostat copy of appeal dated 13.2.2005 (5 sheets)

Ex.W2 : Photostat copy of Minutes of personal hearing of Respondent No.1 containing two sheets dt. 26.2.2005

Ex.W3 : Photostat copy of Appellate Order dated 12.5.2005

**Documents marked for the Respondents**

Ex.M1 : Photostat copy of affidavit filed in WP No. 11778 of 2005 by workman before Hon'ble High Court of Andhra Pradesh

Ex.M2 : Photostat copy of petition in WP No.11778 of 2005 filed by workman before Hon'ble High Court of Andhra Pradesh

Ex.M3 : Photostat copy of notice from Hon'ble High Court of Andhra Pradesh in WP No.11778/2005

Ex.M4 : Photostat copy of Memo dated 15.3.2004 calling for explanation from workman

Ex.M5 : Photostat copy of Memo enclosing chargesheet dt. 9.6.2004

Ex.M6 : Photostat copy of chargesheet dt. 9.6.2004

Ex.M7 : Photostat copy of proceedings of the Enquiry Officer dt. 12.7.2004

Ex.M8 : Photostat copy of proceedings of the Enquiry Officer dt. 13.7.2004

Ex.M9 : Photostat copy of proceedings of the Enquiry Officer dt. 14.7.2004

Ex.M10 : Photostat copy of proceedings of the Enquiry Officer dt. 23.7.2004

Ex.M11 : Photostat copy of lr. of Disciplinary Authority enclosing report of Enquiry Officer dt. 15.9.2004.

Ex.M12 : Photostat copy of report of Enquiry Officer dt. 4.9.2004

Ex.M13 : Photostat copy of show cause notice dt. 23.11.2004

Ex.M14 : Photostat copy of corrigendum to show cause notice dt. 29.11.2004

Ex.M15 : Photostat copy of Minutes of personal hearing dt. 21.12.2004

Ex.M16 : Photostat copy of punishment order dt. 30.12.2004

Ex.M17 : Photostat copy of Minutes of personal hearing by Appellate Authority dt. 26.2.2005

Ex.M18 : Photostat copy of Appellate Authority dt. 12.5.2005

Ex.M19 : Photostat copy of order in WP No.907/2005

नई दिल्ली, 22 मई, 2014

**का.आ. 1561.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 17/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/05/2014 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 22nd May, 2014

**S.O. 1561.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2011) of the Central Government Industrial Tribunal/Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 22/05/2014.

[No. L-39025/1/2010-IR (B-II)]

RAVI KUMAR, Section Officer



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present :**

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 30th day of September, 2013

**INDUSTRIAL DISPUTE L.C. No. 17/2011****BETWEEN**

Sri U. Ramulu,

S/o U. Rajaiah,

R/o H. No. 2-2-1167/11/A/5,

Tilaknagar, New Nallakunta,

Hyderabad - 44

...Petitioner

**AND**

1. The Chairman & Managing Director,  
Andhra Bank, Head Office,  
Dr. Pattabhi Bhavan, Saifabad, D.No. 5-9-11,  
Secretariat Road, Saifabad,  
Saifabad, Hyderabad - 500 004.
2. The Executive Director,  
Andhra Bank, Head Office,  
Dr. Pattabhi Bhavan, Saifabad,  
D.No. 5-9-11, Secretariat Road, Saifabad,  
Saifabad, Hyderabad - 500 004.
3. The Managing Director,  
Andhra Bank Financial Services Ltd.,  
Regd. & Admn. Office at 4-5-1 to 23,  
Andhra Bank Buildings, Sultan Bazar,  
Koti, Hyderabad. ...Respondents

**APPEARANCES:**

For the Petitioner : M/s. G. Vidya Sagar, K.  
Udaya Sri, P. Sudheer  
Rao & D. Sunil Kumar,  
Advocates

For the Respondent : Smt. V. Dymani,  
Advocate

**AWARD**

Sri U. Ramulu, the Petitioner who worked as sub-staff in the Respondent bank has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Andhra Bank seeking for declaring the action on part of the Respondents in not treating the Petitioner as workman and also to declare the action of the Respondents in terminating the service of the Petitioner w.e.f. 30.4.2010 including the rejection order dated 21.10.2010 as illegal, arbitrary and consequently directing the Respondents to reinstate the Petitioner into service with continuity of service, with full back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The Respondent No.1 filed counter stating that Petitioner's contentions that he was appointed as sub-staff, made representations for regularization of his

services, his juniors were regularized etc., all are false and untenable. The Andhra bank Financial Services Ltd., is a wholly owned subsidiary of Andhra Bank. Andhra Bank and Andhra Bank Financial Services Ltd., are two separate legal entities. Andhra Bank was not aware as to the engagement of the Petitioner by Andhra Bank Financial Services Ltd., either as a casual labourer or as a temporary sub-staff. All the operating staff of Andhra Bank Financial Services Ltd., were on deputation from Andhra Bank. As such, Andhra Bank is not a necessary party to the dispute. The services of the Petitioner were never utilized nor terminated by Andhra Bank. The petition may be rejected.

3. Third Respondent has filed with similar averments made by Respondent No.1. It is stated that the operative staff of 3rd Respondent were all on deputation from Andhra Bank and they were not vested with any power to make any appointment including casual/temporary appointments. The company is virtually in the process of winding up. There is no work of any nature which is required to be attended by an attendant. The Petitioner stopped attending to the company on his own volition. There was no termination of his service by the company as alleged by the Petitioner. His engagement was purely on casual basis without having any regard to the rules, he is not entitled for absorption. The petition be rejected.

3. Case stands posted for counter of 2nd Respondent.

4. At this stage, Petitioner filed a memo stating that same subject matter has been referred by the Government of India to this Tribunal which was numbered as ID No.14/2012, as such, he intend to withdraw this LC No. 17/2011 with a liberty to prosecute the ID No. 14/2012 and sought for permission to withdraw this petition.

5. In the circumstances, recording the said memo and taking Petitioner's request into consideration, permission is granted to him to withdraw the present LC No.17/2011 with liberty to prosecute ID No.14/2012. Hence, petition is dismissed.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri,  
Personal Assistant,

corrected by me on this the 30th day of September, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

**Appendix of evidence**

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 23 मई, 2014

**का.आ. 1562.**—जबकि मैसर्स एल एण्ड टी फाइनेंस लि. (थाणे क्षेत्र के कोड संख्या एमएच/43774 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 22.11.1994 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/28/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निर्देशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहे हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की जाती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कारवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिरके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के मान पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तिओं अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशियों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रह होने कि स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने के वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत

तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त ना किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्ता द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाइयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर भी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1562.**—Whereas M/s. L&T Finance Ltd. [under Code No. MH/43774 in Thane Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the

Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 22-11-1994 until further notification.

[No. S-35015/28/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the



Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1563.**—जबकि मैसर्स गुडरिक ग्रुप लि. (पार्कस्ट्रीट क्षेत्र के कोड संख्या डब्ल्यूबी/16448 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं, कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-1-1978 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/30/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा

समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की जाती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की

दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त कि पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने कि स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने के वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय



में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त ना किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्ता द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1563.**—Whereas M/s. Goodricke Group Limited [under Code No. WB/16448 in Park Street region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section

17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-1-1978 until further notification.

[No. S-35015/30/2014-SS-II]

SUBHASH KUMAR, Under Secy.

**ANNEXURE**

#### **CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952**

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the

‘Provident Fund’ had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees’ Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees’ Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members’ accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees’ Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees’ Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified

auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1564.**—जबकि मैसर्स यू.पी. स्टीलस (मेरठ क्षेत्र के कोड संख्या यूपी/3652 के अंतर्गत) (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-9-1995 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/79/2009-एसएस-II]

सुभाष कुमार, अवर सचिव

#### अनुबंध

#### कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निर्देशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की जाती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय



भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निर्देश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कारवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के मान पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तिओं अथवा क्षेत्रीय भविष्य निधि आयुक्त कि पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रह होने कि स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित

तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाइयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1564.**—Whereas M/s. U.P. Steels [under Code No. UP/3652 in Meerut Region] (hereinafter referred to as the establishment) has applied for exemption under clause

(a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-9-1995 until further notification.

[No. S-35015/79/2009-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the

Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or passbooks to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the moneys of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report along with the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show-cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the Common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.



नई दिल्ली, 23 मई, 2014

**का.आ. 1565.**—जबकि मैसर्स सेंटर फोर डेवलपमेंट ऑफ टेलीमेटिक्स (दिल्ली क्षेत्र के कोड संख्या डीएल/7706 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-1-1993 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[संख्या एस-35015/83/2009-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा-परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहे हैं; यदि प्रतिष्ठान को छूट के प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा-अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निर्देश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित

तलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्ता द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1565.**—Whereas M/s. Centre for Development of Telematics [under Code No. DL/7706 in Delhi region] (hereinafter referred to as the establishment) has applied

for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-1-1993 until further notification.

[No. S-35015/83/2009-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in Section 2(f) of the act, who have been eligible to become members of the

Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.



(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1566.**—जबकि मैसर्स पुंज लल्लोयड लि. दिल्ली (दक्षिण) क्षेत्र के कोड संख्या डीएल/10589 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-7-2000 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[संख्या एस-35015/3/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्ही देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कारवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने के वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत

तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1566.**—Whereas M/s. Punj Lloyd Limited [under Code No. DL/10589 in Regional Office, Delhi (South)] (hereinafter referred to as the establishment) has applied

for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-7-2000 until further notification.

[No. S-35015/3/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :—

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in Section 2(f) of the act, who have been eligible to become members of the



Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident Fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1567.**—जबकि मैसर्स मैककीन्से नॉलेज सेंटर इंडिया प्रा. लि. गुडगांव क्षेत्र के कोड संख्या एचआर/26929 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 26-9-2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/4/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहे हैं; यदि प्रतिष्ठान को छूट के प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कारवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने कि स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।



(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाइयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर भी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1567.**—Whereas M/s. McKinsey Knowledge Centre India Pvt. Ltd. [under Code No. HR/26929 in Gurgaon region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 26-9-2007 until further notification.

[No. S-35015/4/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional

Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually.

Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1568.**—जबकि मैसर्स एमएसडी फार्मासूटिकल्स प्रा. लि. (गुडगांव क्षेत्र के अंतर्गत कोड संख्या एचआर/29573 के अंतर्गत) (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली सूचना तक 20.11.2008 से उक्त योजना के सभी उपबंधों के प्रभाव अधिसूचना जारी होने तक छूट प्रदान करती है।

[सं. एस-35015/40/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट के प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्ही देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय



भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निर्देश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलेक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्यवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1568.**—Whereas M/s. MSD Pharmaceuticals Pvt. Ltd. [under Code No. HR/29573 in Gurgaon region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 20-11-2008 until further notification.

[No. S-35015/40/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional

Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually.

Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.



नई दिल्ली, 23 मई, 2014

**का.आ. 1569.**—जबकि मैसर्स रांची इंटरप्राइजेज एण्ड प्रोपर्टीज लि. (कोलकाता क्षेत्र के कोड संख्या डब्ल्यूबी/48334 के अंतर्गत) (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-12-2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/26/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

#### अनुबंध

#### कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट के प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्ही देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निर्देश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त कि पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1569.**—Whereas M/s. Ranchi Enterprises and Properties Ltd. [under Code No. WB/48334 in Kolkata region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-12-2007 until further notification.

[No. S-35015/26/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional

Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.



(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually.

Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1570.**—जबकि मैसर्स सूर्या वाणिज्य एण्ड इन्वेस्टमेंट लि. (कोलकाता क्षेत्र के कोड संख्या डब्ल्यूवी/48346 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-12-2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/27/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पास बुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पास बुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कारवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशियों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्ता द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है, तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधी ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1570.**—Whereas M/s. Soorya Vanijya and Investment Ltd. [under Code WB/48346 in Kolkata region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-12-2007 until further notification.

[No. S-35015/27/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the



Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in Section 2(f) of the Act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional

Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually.

Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1571.**—जबकि मैसर्स हिन्दुस्तान जिक लि. (उदयपुर क्षेत्र के कोड संख्या आरजे/1272 के अंतर्गत) (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 31-7-1969 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/38/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट प्रदान नहीं की जाती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7 के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय

भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निर्देश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त की पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।



(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलेक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1571.**—Whereas M/s. Hindustan Zinc Ltd. [under Code No. RJ/1272 in Udaipur region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 31-7-1969 until further notification.

[No. S-35015/38/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident

Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India

and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right

to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 मई, 2014

**का.आ. 1572.**—जबकि मैसर्स राजस्थान इंडस्ट्रीज लि. (कोलकाता क्षेत्र के कोड संख्या डब्ल्यूबी/48344 के अंतर्गत) (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदानों की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1-12-2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/24/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :—

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त

(सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं; यदि प्रतिष्ठान को छूट के प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय



भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्ति अथवा क्षेत्रीय भविष्य निधि आयुक्त कि पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशियों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने कि स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने के वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षीत तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलेक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त ना किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्ता द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादी के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd May, 2014

**S.O. 1572.**—Whereas M/s. Rajasthan Industries Ltd. [under Code No. WB/48344 in Kolkata region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-12-2007 until further notification.

[No. S-35015/24/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean :

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give

a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the

instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right

to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly' and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.